

AD-A201 352

Contractor's Handbook for Construction Contracts

Developed for the

Chesapeake Division
Naval Facilities Engineering Command
Washington, D.C. 20374

By

Richard P. Komosky

Committee Members

Dr. R.E. Cox, Chairman
J. Trimmer, Member
R. Furman, Member

A report presented to the Graduate Faculty
of the School of Building Construction
at the University of Florida, Gainesville, Florida
in partial fulfillment of the requirements
for the degree of
Master of Building Construction

1988

DTIC
ELECTE
NOV 22 1988
S H D

DISTRIBUTION STATEMENT A

Approved for public release;
Distribution Unlimited

88 11 21 096

TABLE OF CONTENTS

I. Introduction.....	1
II. <u>Contractor's Handbook for Construction Contracts</u>	2
III. Conclusion.....	73

IV. APPENDICES

- A. Letter from LCDR R P. Komosky to Captain S.A. Martinelli, Commanding Officer, CHESNAVFACENGCOM, dated June 30, 1988, requesting Government Publications to aid in writing of **"NEW" Manual of Instructions to Contractors**.
- B. Letter from LCDR R P. Komosky to Captain S.A. Martinelli, Commanding Officer, CHESNAVFACENGCOM, dated September 2, 1988, forwarding **"DRAFT COPY"** of the Contractor's Handbook for Construction Contracts for review (without footnotes in Contractor's Handbook for Construction Contracts in section II above)
- C. **"DRAFT COPY"** of the Contractor's Handbook for Construction Contracts (without footnotes in Contractor's Handbook for Construction Contracts in section II above)



Accession For	
NTIS GRA&I	<input checked="" type="checkbox"/>
DTIC TAB	<input type="checkbox"/>
Unannounced	<input type="checkbox"/>
Justification	
By _____	
Distribution/ _____	
Availability Codes	
Dist	Avail and/or Special
A-1	

I. Introduction

The Chesapeake Division of the Naval Facilities Engineering Command (CHESNAVFACENGCOM) is one of five Navy Construction Field Divisions located in the continental United States. They make up the Naval Facilities Engineering Command which is responsible for the administration of all Navy and some Air Force construction contracts worldwide. CHESNAVFACENGCOM is responsible for the Washington, D.C., Maryland, and Virginia areas.

This handbook provides a ready reference for procedures that should be followed in the day to day management by a civilian contractor of a Navy construction contract. Currently, a group of publications is given to a contractor in place of a handbook for he/she to decipher. Many of the current group of publications given to contractors used in place of a handbook have been superceeded, changed, updated, or new documents have been introduced. This report includes all changes known at this time with the majority of changes being from the newest regulatory document, the Federal Acquisition Regulation (FAR). Section II of the report contains the changes, additions and revisions with footnotes. The "**Draft Copy**" of the handbook without footnotes is designed for publication and distribution, once reviewed and approved by CHESNAVFACENGCOM, to all its Construction Field Offices for Contractors' use.

**CONTRACTOR'S HANDBOOK
FOR
CONSTRUCTION CONTRACTS**

**CHESAPEAKE DIVISION
NAVAL FACILITIES ENGINEERING COMMAND**

WASHINGTON, D.C. 20374

AUGUST 1988

FORWARD

This handbook is intended to provide guidance and act as a ready reference to contractors in understanding and executing the administrative requirements of Navy construction contracts awarded under the authority of the Commanding Officer, Chesapeake Division, Naval Facilities Engineering Command. This handbook is not part of the contract. It is not intended to nor shall it alter any of the terms, provisions or responsibilities under the actual contract itself which specifies the contract requirements.

Suggestions for modifications or additional information that would improve this handbook are invited and should be submitted to:

Commanding Officer
Chesapeake Division
Naval Facilities Engineering Command
Attn: Code 05
Washington Navy Yard
Washington, D.C. 20374

This publication is certified as an official publication of CHESNAV FACENGCOM and has been reviewed and approved in accordance with SECNAVINST 5600.16A.

S.A. Martinelli
Captain, CEC, U.S. Navy
Commanding Officer, Chesapeake Division
Naval Facilities Engineering Command

TABLE OF CONTENTS

Section 1: **General Policies**

1. Purpose of This Handbook.....	1
2. Government Representatives.....	1
A. Contracting Officer.....	2
B. Officer in Charge of Construction (OICC)	2
C. Resident Officer in Charge of Construction (ROICC).....	3
D. Assistant ROICC.....	3
E. Deputy ROICC.....	4
F. Supervisory Assistant ROICC.....	4
G. Senior Supervisory Construction Representative.....	4
H. Area Supervisory Construction Representative.....	5
I. Construction Representative.....	5
3. Correspondence and Communication.....	6
4. Contract Drawings and Specifications.....	7
5. Drawing and Specification Precedence.....	8

Section 2: **Before the Work Begins**

1. Preconstruction Conference.....	8
2. Performance and Payment Bonds.....	9
3. Insurance Coverage Required.....	10
4. Safety Plan.....	10
5. Environmental Protection Plan.....	10
6. Licenses and Permits.....	10
7. Contractor's Representative On Site.....	11
8. Work Required to Be Accomplished by Prime Contractor.....	12
9. Medical Emergency Information.....	13
10. Entry of Personnel and Vehicles to Government Property.....	16
11. Quality Control.....	18
A. Contractor Inspection System (non CQC).....	18
1. Daily Report to Inspector.....	19
B. Contractor Quality Control (CQC).....	19
1. CQC Report.....	20

2	CQC Submittal Status Log	20
	C. Inspection by Title II Contracts	21
12.	Required Information to be Posted on Job Site	21

Section 3: **Scheduling the Work**

1.	Work Schedule	21
2.	Work Outside Regular Hours	22

Section 4: **Safety and Environmental Protection**

1.	Accident Prevention Program	23
	A. Safety Plan	24
	B. Accident Report	24
2.	Vehicle Safety	25
3.	Housekeeping	25
4.	Environmental Protection	26
5.	Protection of Trees and Shrubs	26
6.	Storm Protection	26

Section 5: **Labor**

1.	Payroll Requirements	28
	A. Payroll Copies	28
	B. Employee Information	28
	C. Statement of Compliance	29
	D. Payroll Forms	29
2.	Preservation of Payroll Records	30
3.	Davis-Bacon Wage Rates	30
4.	Posting Davis-Bacon Wage Rates	31
5.	Overtime	32
6.	Employee Pay	32
7.	Failure to Pay Employees	33
8.	Labor Standards Interview	34
9.	Use of Apprentices and Trainees	34
10.	Convict Labor	35
11.	Employment of Minors on Construction Contracts	35
12.	Equal Employment Opportunity	35
13.	Labor Disputes	37

Section 6: **Material and Equipment**

1. Submittals.....	38
2. Samples.....	40
3. Shop Drawings and Catalog Cuts.....	41
4. Manufacturer's Certificate.....	42
5. Factory Inspection.....	42
6. Expediting Materials and Equipment Through Defense Priorities and Allocation System.....	43
7. Delivery of Materials onto Government Property.....	45
8. Property Passes.....	47
9. Floating Equipment.....	47
10. Protection of Material and Work in Place.....	47
11. Government Furnished Property.....	48
12. Contractor Salvaged Property on Construction Contracts.....	48
13. Testing, Adjusting, and Balancing Mechanical Systems.....	48

Section 7: **Contract Changes and Modifications**

1. Change Orders.....	49
A. Procedure.....	49
B. Price Proposals.....	50
C. Freedom of Information Act.....	53
D. Extension of Bond.....	54
E. Time Extension.....	54

Section 8: **Payments**

1. Schedule of Prices.....	55
2. Progress Payments.....	57
A. Protection of Material and Work in Place.....	57
B. Labor Prerequisites.....	57
C. Material on Site.....	57
D. Invoice.....	58
E. Retention.....	58
3. Progress Charts.....	59
4. Final Payment.....	59

Section 9: **Contract Completion**

1	Substantial Completion	59
2	Pre Final Inspection.....	60
3	Final Inspection and Acceptance.....	61
4	Use by the Government Before Completion.....	61
5	As Built Drawings.....	62
6	As Built Record of Materials Used.....	63
7	Contract Close Out.....	63
8	Guarantees and Warrantees.....	64

Section 10: **Miscellaneous**

1	Checklist for Contract Completion.....	65
2	Utilities.....	65
	A. Contractor Supplied.....	65
	B. Government Supplied.....	65
	C. Interruption of Government Owned Utilities.....	66
3	Storage Trailers, Buildings, Shops, Offices, and Sanitation.....	66
4	Value Engineering.....	66
5	Incentive Awards.....	67
6	Contract Compliance Notice.....	68
7	Fire Protection System Inspections.....	68
8	Contractor Evaluation.....	70

BIBLIOGRAPHY	71
---------------------------	----

APPENDICES	72
-------------------------	----

Section I: General Policies

1. Purpose of this Handbook. This handbook is written as a guide to assist in performing the routine administrative functions required by the various documents which make up your contract. This handbook is not part of your contract, and does not in any way modify or take precedence over the requirements in your contract.¹ References to the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) have been cited for convenience only. As some FAR clauses have alternates and different FAR clauses may be incorporated in different contracts, you must check the ones that specifically apply to your contract.

2. Government Representatives. It is important that your firm, including subcontractors, thoroughly understand that only those government persons designated by the Officer in Charge of Construction (OICC) are to be consulted in connection with the performance of the contract work. Any modifications to or deviations from contract requirements, effected without written direction by the Contracting Officer or his designated representative, will place the sole responsibility for such actions upon your firm, and reimbursement for expenses incurred or extension of contract time may not be granted under the contract.² All parties connected with

¹ Contractors Handbook for Construction Contracts, LANTNAVFACENGCOM (Norfolk, VA., 1988), p 1.

² Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 1-2.

your firm through the contract should be advised in writing regarding that only the designated representative of the Contracting Officer may authorize modifications to or deviations from contract requirements.

The following is a brief description of the key Government Representatives involved in the administration of your contract, some of which you will deal with on a daily basis. Their typical office organizational chart(s) is shown in Appendix A.

A. Contracting Officer. The term "Contracting Officer" also includes certain individuals acting within their designated authority.³ The authority is designated to the individual in the form of a warrant.⁴ For the administration of your contract, the OICC and Resident OICC have designated authority. Simply stated, the Contracting Officer is the person who signed your contract for the Government.

B. Officer in Charge of Construction (OICC). This individual is a U.S. Navy Civil Engineer Corps Officer and is the head of a procuring contracting office.⁵ This position is not accompanied by any contracting officer authority, which is independently authorized by Certificates of Appointment or warrants. Those with contracting authority are also "Contracting Officers". For example, the Commanding Officer of Chesapeake Division, Naval Facilities Engineering Command, Washington, D.C., or another designated

³ Federal Acquisition Regulation, Vol. 1 (Washington, D.C., 1984), Art. 2.101.

⁴ Contracting Manual, NAVFACENGCOM P-68 (Alexandria, VA., 1987), p. 5.

⁵ Ibid., p. 19.

officer, is normally an Officer in Charge of Construction.

C. Resident Officer in Charge of Construction (ROICC).

This individual is designated by, and is the representative of the OICC. The ROICC is a U.S. Navy Civil Engineer Corps Officer who is head of an administrative office. Again, the position itself is not accompanied by contracting officer authority which is independently authorized by Certificates of Appointment or warrants. Those with contracting officer authority are also "Contracting Officers". The ROICC is generally the person supervising the local contract administration office. In the absence of the ROICC, in some offices, there may be a Civilian Resident Engineer with authority to act for the ROICC. Such a person is the civilian equivalent of a ROICC.⁶

D. Assistant Resident Officer in Charge of Construction (AROICC).

Generally, the ROICC has a number of personnel who are responsible for the day to day administration of construction contracts. These may be either military or civilian personnel. The AROICC is a Civil Engineer Corps Officer or civilian equivalent designated by the ROICC. The AROICC is responsible to the appointing ROICC for the administration of assigned contracts. ROICCs may appoint AROICCs as necessary for many reasons, some of which are the geographical separation of the work, the complexity of the project, or the special technical assistance needed.

⁶ Manual of Instructions to Contractors, SOUTHNAVIACENCOM, P-150 (Draft Copy),
(Charleston, S.C., 1988), p. 1-3.

E. Deputy Resident Officer in Charge of Construction (DROICC) The DROICC is authorized to serve in conjunction with and in the absence of the ROICC and is responsible for administering construction contracts. In most cases, this position is occupied by the civilian supervisory engineer who is generally warranted at the same level as the ROICC.

F. Supervisory Assistant Resident Officer in Charge of Construction (Supervisory AROICC). The Supervisory AROICC is a direct line function exercising supervisory and management responsibilities over the AROICC's. The primary function of this position is to provide for the day to day coordination of the AROICC's assigned. This position is only utilized in larger ROICC offices which have a significant number of AROICC's.

G. Senior Supervisory Construction Representative. The Senior Supervisory Construction Representative is responsible for overall surveillance and inspection of construction operations on all active contracts. He/she makes periodic inspections of work in progress, investigates field problems and recommends solutions, exercises authority to approve or disapprove construction methods, material and workmanship, and promotes communication and harmonious relations among contractors and Government installation personnel.⁷ This individual supervises a force of Construction Representative and inspectors, including Area Supervisory

⁷ Contractor's Handbook for Construction Contracts. LANTNAVFACENGCOM (Norfolk, VA., 1988), p 4

Construction Representatives. Also, he/she assists in solving complex field construction problems. This position is only utilized in larger ROICC offices which have a significant number of Construction Representatives/Inspectors.

H. Area Supervisory Construction Representative. The Area Supervisory Construction Representative is responsible for the coordination, proper inspection and surveillance of all contracts in his/her particular area. He/she supervises a group of assigned Construction Representatives, establishes inspection schedules and quality control methods, checks progress schedules, labor standards enforcement and work in place reports for determining payments due contractors, reviews procedures for conformance to plans and specifications, and investigates discrepancies and recommends changes or contract action to correct deficiencies.⁸ He/she maintains close and continuous coordination with the AROICCs on projects within his/her areas to assure well integrated contract management. In addition, the Area Supervisory Construction Representative may function as senior supervisor where applicable.

I. Construction Representative (Con Rep). The ROICC may designate one or more Construction Representatives to inspect the work performed under your contract. The Con Rep is the one Government Representative you can expect to see everyday the project is working. It is important that you know what authority the Con Rep has in order to avoid misunderstanding, delay, and

⁸ Ibid., p. 4.

needless expense. The General Provisions section of your contract contains several clauses pertinent to inspection. Some of these are: Inspection of Construction⁹, Material and Workmanship¹⁰, Superintendence by the Contractor¹¹, and, if applicable, Contractor Quality Control¹². A good place to address questions regarding the authority of the Con Rep is at the Pre Construction Conference, or at your earliest opportunity. If you have any doubt about the authority of the Con Rep, request clarification from your ROICC office before a problem arises.

3. Correspondence and Communication. The following rules must be observed to facilitate prompt and orderly handling of your correspondence that is sent to the Government.

A. Address. Address all correspondence to the ROICC or AROICC responsible for administering your contract unless you are advised otherwise. The address is in your notice of award document, Block 26 of SF 1442, Contract Solicitation, Offer and Award.

B. Identification of Correspondence. Annotate everything you submit to the Government with the contract number and date. All correspondence including, but not limited to, catalog cuts, certificates, samples, and purchase orders to suppliers.

C. Letters. Only the signed original copy of a letter

⁹ Federal Acquisition Regulation, Vol 2 (Washington, D.C., 1984), Art. 52.246-12.

¹⁰ Ibid., Art. 52.236-5.

¹¹ Ibid., Art. 52.236-6.

¹² Guideline for Implementation of the Contractor Quality Control (CQC) Program, CHESNAYFACENGCOM (Washington, D.C., 1987).

should be submitted to your ROICC. Invoices and Submittals are addressed elsewhere in this handbook.

D. Replying to Government Correspondence. Always reference only applicable telephone conversations or letters when writing to the ROICC. His/her office can be as hectic as yours sometimes with many contracts in progress at the same time.

4. Contract Drawings and Specifications.

A. Copy at Project Site. In accordance with the FAR clause, Specifications and Drawings for Construction, you are required to keep at the project site a complete, current, copy of the specifications and full size drawings.¹³ This includes all field adjustments and formal modifications. The Government Representatives shall have access to your copy of the documents at all times.

B. Check Drawings and Specifications. When drawings and specifications are supplied by the Government, check them immediately upon receipt, and notify the ROICC of any discrepancies as soon as possible.

C. Questions on Plans and Specifications. Necessary clarification, interpretation, advice, and consultation concerning the contract documents should be sought only from the ROICC office. Under no circumstances may you, your subcontractors, or suppliers communicate directly with the architect and/or engineering firm that prepared the plans and specifications. The Architect/Engineering

¹³ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.236-21.

firm does not represent the Government and is not authorized to interpret plans and specifications directly to the contractor.

Similarly, even other Government personnel, such as the Engineer in Charge (EIC) of the Design, or Public Works Supervisors are not authorized to provide direct consultation to the contractor.

5. Drawing and Specification Precedence. The FAR article, Specifications and Drawing for Construction, or in the General Provisions of the contract under the clauses, Precedence, and Specifications and Drawings, you will find which documents of the contract have precedence in the event of a conflict between documents.¹⁴ However, if an item is called for in the drawings but not the specifications, or vice versa, it shall be considered to be called for in both. In the case of conflict between drawings and specifications, the specifications shall govern. In the event a conflict exists within the drawings, or within the specifications, the matter shall be referred to the ROICC for a determination.

Section 2. Before the Work Begins.

Certain administrative items must be accomplished before work can begin on the site.

1. Pre Construction Conference. The contract states that you are to contact the ROICC to schedule a Pre Construction Conference within 2 weeks after you have been awarded a construction contract.¹⁵ This conference is required by most contracts and, with

¹⁴ Ibid, Art. 52.236-21.

¹⁵ ROICC Contract Administration Handbook, CHESNAV FACENG COMINST 4330.62C (Washington, D.C., 1984), p. 10.

the ROICC, Supervisory Engineer, or AROICC as chairperson, is designed to introduce the parties involved, discuss the contract requirements, and coordinate your construction schedule with the activities of the Government. The pre construction conferenced is also the appropriate time to advise the ROICC of any anticipated job difficulties or other problems. The Contractor Superintendent, Construction Quality Control (CQC) representative, if applicable to your contract, and major subcontractors should attend the conference.

A. Notify the ROICC. At the Pre Construction Conference, you should advise the ROICC of the date you intend to start on site work. If for any reason the work cannot start on the date you have established, notify the ROICC immediately and revise the start date. Notification of start date allows the ROICC to make arrangements with base security, the users, and numerous other Government personnel who will be affected by the construction.

2. Performance and Payment Bonds. If your contract award is more the \$25,000, you are required to conform with the Miller Act (40USC 270a-270f) for Performance and Payment Bonds.¹⁶ The bonds are to be submitted to the contract issuing office shown in block 7 of the award document, SF 1442, Solicitation, Offer and Award. The bonds are the only item you will submit to the issuing office. Performance and Payment Bond forms are shown in Appendix B.

¹⁶ Contracting Manual, NAVFACENGCOM, P-68 (Alexandria, VA., 1987), p. 103.

3. Insurance Coverage Required. You must submit certificates of insurance as evidence that you and your subcontractors are insured as required under the FAR clause, Insurance-Work at a Government Installation.¹⁷ Insurance certificates must cite the contract number and contain a provision that the insurance company will notify the ROICC, in writing, 30 days prior to cancellation or reduction of the coverage. The insurance certification must be furnished 5 business days prior to the desired on site start date. No contractor or subcontractor will be allowed to work on Government property until the ROICC has received the required proof of insurance.¹⁸

4. Safety Plan. If your contract involves more than 6 months work, or if it is described as hazardous, you must submit a safety plan.¹⁹ Section 4 of this handbook outlines safety plan requirements.

5. Environmental Protection Plan. If the FAR clause, Clean Air and Water, is applicable to your contract, your Environmental Protection Plan must be submitted and approved by the ROICC before construction may begin.²⁰ Section 4 of this handbook outlines the Environmental Protection Plan requirements.

6. Licenses and Permits.

A. Government Responsibility. Environmental permits

¹⁷ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.228-05.

¹⁸ Contracting Manual, NAVFACENGCOM, P-68 (Alexandria, VA., 1987), p. 106.

¹⁹ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 2-2.

²⁰ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.223-2.

required by regulatory agencies for the construction of the environmental facilities such as air emission source, water and sewer extensions, and for work affecting navigable waters, have been obtained by the Government prior to award of the contract. More on Environmental protection is included in Section 4 of this handbook.

B. Contractor Responsibility. The FAR clause, Permits and Responsibilities, requires that you obtain all necessary licenses and permits.²¹ This excludes the permits mentioned in subparagraph 6.A. above, but includes any day to day permits pertinent to performing the work that may be required by any Federal, State, or Municipal code or regulation.

7. Contractor's Representative on Site. The Far clause, Superintendence by Contractor, requires that you as the owner, or a principal of the firm, be present at the work site at all times, or that a duly designated representative with authority to act on behalf of the owner or principals be present.²² If you intend to have a representative, rather than an owner or principal superintend the work, then you must submit to the ROICC a written request for approval of that representative. The request must contain the name and experience resume of the proposed on site representative. This representative must have the authority to act and sign for the contractor in all matters pertaining to the work, including payment

²¹ Ibid., Art. 52.236-7.

²² Ibid., Art. 52.236-6.

invoices and proposed changes to the contract. Such authority shall be affirmed in the request of the ROICC. If you wish to cancel or change your designated representative, written notice, including the above required information on any new representative, must be provided to the ROICC for approval.

8. Work Required to Be Accomplished by Prime Contractor.

A. Contractor. FAR clauses, Performance of the Work by the Contractor and Limitations on Subcontracting, explain the portion of work that must be performed by the prime contractor. However, the percentages have changed in 1988 and are now determined by the type of work, the type of solicitation, whether it be Small Business Set Aside or unrestricted, and the type of firm responding to the solicitation.²³ See your specific contract for the portion of work you must perform with your own resources.

B. Subcontractors. You must advise the ROICC, in writing, the name and address of any tier subcontractor, the work each will accomplish and the name and phone number of each subcontractor's representative. This notification must be made within 7 days after award of any subcontract.²⁴

The FAR clause, Subcontracts, requires that your contracts with other companies include several specific clauses from the FAR.²⁵ Each subcontractor must acknowledge that those clauses are in fact a

²³ Manual of Instructions to Contractors, SOUTHNAVFACEGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), P. 2-4.

²⁴ Ibid., p. 2-5.

²⁵ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.222.11.

part of his/her contract with you. SF 1423, Statement and Acknowledgment, as shown in Appendix C, is to be used for this purpose and must be submitted to the ROICC by the Prime Contractor before the subcontractor can start work.

The Representations and Certifications submitted during the bidding process require you to take responsibility for ensuring that those subcontractors who are suspended, debarred, or otherwise ineligible for award, are not used in any part of the execution of this

The FAR clause, Utilization of Small Business and Small Disadvantaged Business Concern, applies if you are a large business.²⁶ It requires that you provide small businesses and small business concerns owned and controlled by socially and economically disadvantaged individuals the maximum practicable opportunity to participate in your contract as subcontractors or suppliers. Definitions of small business and disadvantaged individuals are provided in the Small Business Act and the FAR.²⁷ Additionally, a large business contract in excess of \$1,000,000 is subject to the FAR clause, Subcontracting Plan or Alternate I.²⁸ Under this clause, your subcontracting plan must be submitted as a prerequisite to contract award. In submitting the information required by the FAR clause, the goal for small disadvantaged businesses must be, as a minimum,

9. Medical Emergency Information.

A. Contractor's Medical Services Plan. The U.S.

²⁶ Ibid., Art. 52.219-8.

²⁷ 15 U.S. Code, 631 et seq.

²⁸ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.219-9.

Army Corps of Engineers Safety Manual is made a part of the contract requirements by the FAR clause, Accident Prevention, and also the General Paragraph concerning safety requirements. This paragraph requires that arrangements be made for medical facilities prior to start of work.²⁹ To facilitate the expeditious transfer and treatment of seriously injured employees, you must submit to the ROICC information concerning medical services available to your employees and the employees of your subcontractors. The following information is required by the ROICC for each contractor or subcontractor and may be submitted as part of the safety plan, covered in Section 4.1.A., prior to commencement of the work.

²⁹ Safety and Health Requirements Manual, U.S. Army Corps of Engineers, EM 385-1-1 (Washington, D.C., 1987), p. 13.

Date.....

Contractor..... Contract No.....

Address.....

Telephone.....

Contractor's Medical Service

Hospital (Must be specific):

.....
(Name and Address)

.....
(Telephone)

Ambulance (Must be specific):

.....
(Name and Address)

.....
(Telephone)

Doctor:

.....
(Name and Address)

.....
(Telephone)

Insurance Company:

.....
(Name and Address)

.....
(Telephone)

.....
(Signed)

.....
(Title)

As a contractor, you are reminded that you are also responsible under the FAR clause, Permits and Responsibilities, to comply with all applicable Federal, State and Municipal laws, codes and regulations in connection with the prosecution of the work. This includes the Occupational Safety and Health Administration Standards (29 CDR 1926/1910) which, in subpart D, requires that the telephone numbers of physicians, hospitals, and ambulances be conspicuously posted.³⁰

10. Entry of Personnel and Vehicles Onto Government Property. Each Government activity or base has its own procedures for admitting personnel and equipment. Although the ROICC will assist you in understanding the local procedure and requirements, it will be necessary for you and your employees to deal directly with the security personnel to obtain most passes and badges. Consult your contract and the ROICC to ascertain if any special restrictions or regulations are in force and what variations may exist to the instructions given herein.

A. Personnel. Each employee, including all subcontractor employees, must have in his/her possession and display an identification badge or pass while on Government property. To obtain a pass, each employee must complete an application form. Generally, these forms can be picked up at the Security of Pass Office by one of your representatives. Each employee must fill out an

³⁰ Manual of Instructions to Contractors, SOUTHNAVFACEGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 2-8.

application and personally appear before the Security Officer to sign for a badge before entering the activity for the first time. Some form of identification is usually required by the Security Officer, as well as proof, such as a written statement on contractor letterhead validated by the ROICC, that the individual is employed by the contractor on a specific contract. Entry into certain areas may require that verification of United States citizenship be furnished beforehand.

B. Vehicles. All vehicles entering the Government activity must carry a vehicle pass. One trip passes may be obtained on fairly short notice, but you should obtain a pass for the duration of the contract to avoid the time consuming procedure of stopping at the Security Office each time you enter the base. Applications for vehicle passes are available at the Security or Pass Office and when submitted, must be accompanied by a copy of your insurance certificate. Vehicle identification number and state registration numbers are required on each application. The authorized operator must also present a valid operators license. Request a copy of the base traffic regulations. These regulations are strictly enforced. Violations may result in revocation of on base driving privileges.

C. Delays From Passes. Passes for entry to Government property, which are valid for an extended period, vice a one day pass, generally require a few days for processing. The Government will not assume responsibility for delays or errors in issuing passes.³¹

³¹ Ibid., p. 2-9.

D. Aliens. Construction contracts usually contain the FAR clause, Security Requirements Alternate II, which does not address aliens.³² However, you should check other portions of your contract for any specific limitations or restrictions regarding aliens.

E. Return of Passes. All passes and badges must be returned to the Security Officer upon completion of the contract or when any individual or subcontractor completes his employment requirements under the contract, or when the pass or badge expires, whichever is earlier. You, as the contractor, are responsible for ensuring that your employees comply with this requirement, and should obtain a receipt from the Security Officer for all returned passes. If an employee is terminated, the contractor should immediately obtain that employee's badge or pass and return it to the Security Officer, advising whether or not the employee was terminated for cause. Misuse of passes and badges, such as the substitution or loan to other personnel, is forbidden and may result in prosecution and or denial of entry of personnel to the activity.

II. Quality Control. The quality control requirements are detailed in the FAR clause, Inspection of Construction, referenced in your contract.³³ It is your responsibility to inspect your work and present for Government acceptance only such work that complies with the contract drawings and specifications.

A. Contractor Inspection System (non CQC). Your

³² Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.204-2.

³³ Ibid., Art. 52.246-12.

contract may also contain a paragraph entitled "Quality Control" which specifies the basic quality control requirements. Generally, you must provide a Quality Control Plan and schedules of critical inspections and tests and how they coincide with the construction schedule. You may also be required to coordinate and attend an initial Quality Control meeting to discuss your quality control system.

1. Daily Report to Inspector. In accordance with the paragraph "Contractor's Daily Report", you must submit to the ROICC a daily report summarizing the work accomplished, the number of manhours worked by classification, tests and inspections performed, material and equipment received on the job site for incorporation in the work, and the move on and move off construction equipment. Remarks should also be included concerning the weather and labor conditions which produce any notable adverse impact on the work. If your contract does not require Contractor Quality Control, the daily report shall be submitted on form NAVFAC 11013/10 (1-74), Daily Report to Inspector, and is shown in Appendix D. The daily report must be submitted to the Construction Representative on the morning of the first working day following the day which is the subject of the report. The report should detail all work performed on the contract including subcontractor work. If you as the prime contractor elect not to list subcontractor work on the daily report, subcontractors must submit separate daily reports for consolidation with your report.

B. Contractor Quality Control. If your specifications

contain a paragraph entitled "Contractor Quality Control", there are additional requirements for a Contractor Quality Control (CQC) system.³⁴ In addition to the basic requirements of a quality control program discussed above, you must also provide a CQC staff to monitor and enforce the CQC system and be specifically charged with examining and approving most of the shop drawings, catalog cuts, and other items. The specifications may require certain qualifications for the CQC staff depending on the size or complexity of the project. The qualifications of your CQC personnel and your CQC plan must be submitted to the Government for approval prior to the beginning of construction operations. A sample CQC checklist is shown in Appendix E. CQC is normally required on contracts exceeding \$2,000,000 and may be required on contracts of lesser value.³⁵

1. CQC Report. If the contract contains the Contractor Quality Control (CQC) provision, the contractor should submit a CQC Daily Report similar to the sample Contractor's Quality Control Daily Report included in Appendix F. This CQC Daily Report should also conform to all requirements of the CQC Plan.

2. CQC Submittal Status Log. The sample CQC Submittal Status Log shown in Appendix M may be used by the contractor for listing material submittals as required by the contract.

³⁴ Guideline for the Implementation of the Contractor Quality Control (CQC) Program, CHESNAYFACENGCOM (Washington, D.C., 1987).

³⁵ BOICC Contract Administration Handbook, CHESNAYFACENGCOMINST 4330.62C (Washington, D.C., 1984), p. 17.

C. Inspection by Title II Contracting. The inspection and surveillance of construction contracts will be performed by Government personnel as much as practicable. However, rapid workload growth, complex high tech projects and remote project sites can exceed the number of Government personnel available to perform these functions. In these cases, the inspection function may be accomplished by other than Government employees. This type of service is known as Title II Inspection.³⁶ As the Construction Representative is responsible for inspection, so is the Title II Inspector and follows the same procedures. The ROICC is still responsible for all decision making, ordering of the work, approving contractor payment, and final acceptance of the project.

12. Required Information to Be Posted on Job Site. The below items must be conspicuously posted on the job site:

- Medical Emergency Information
- Davis Bacon wage rate determination and Poster WH-1321 (Appendix G)
- Equal Employment Opportunity Poster (Appendix H)

Section 3. Scheduling the Work

1. Work Schedule. Your contract requires, under FAR clause, Schedules for Construction Contracts, that you submit to the ROICC a schedule showing the order in which you plan to carry out the work.³⁶ It must show proposed dates for starting and completing the major items of work, including material procurement. A

³⁶ Contractor's Handbook for Construction Contracts, LANTNAVFACENGCOM (Norfolk, VA., 1988), p. 5.

³⁶ Federal Acquisition Regulation, Vol. 2 (Washington, D.C., 1984), Art. 52.236-16.

Network Analysis System (CPM) is normally established for large and complex projects.³⁷ Schedules must be submitted in triplicate to the ROICC within five (5) days after starting the work and must be updated with each invoice before progress payment will be approved. The work schedule may be used by the ROICC in conjunction with your schedule of prices as described in Section 8.1. of this handbook as a guide in estimating payments. If you should fail to submit a work schedule, or update it, as required by your contract, the ROICC may withhold approval of progress payments until the requirement is met. The work schedule must be updated monthly and revised to reflect each contract modification affecting time.³⁸

2. Work Outside Regular Hours. As used in the General Provisions, the term "regular hours" means a normal forty (40) hour work week coinciding with the hours of the ROICC office. If you desire to perform work outside the regular hours, or on Saturdays, Sundays, or holidays, whether on a regular basis or on isolated occasions, you must make application to the ROICC for approval. Allow about one week for the ROICC to make satisfactory arrangements for the inspection of the work. If after receiving clearance to work outside regular hours, you find that you are unable to work those hours, you are to immediately notify the ROICC. Certain contracts may also contain requirements for scheduling utility or facility outages with specific advance notification

³⁷ ROICC Contract Administration Handbook, CHESNAYFACINGCOMINST 43330.62C (Washington, D.C. 1984), p. 14.

³⁸ Ibid., p. 14.

requirements for scheduling the outages. These outages may also be specified to occur after normal working hours so you should check your particular contract, specifically, Section 01011, Additional General Paragraphs, Paragraph 14, "Scheduling the Work".³⁹

Section 4. **Safety and Environmental Protection**

1. **Accident Prevention Program**. The Chesapeake Division of the Naval Facilities Engineering Command operates an intensive safety program in an effort to minimize loss of life and property. Diligent compliance with safety regulations can result in savings for both you the contractor, and the Government.

The FAR clause, Accident Prevention, requires that you comply with all pertinent provisions of the U.S. Army Corps of Engineers Manual EM 385-1-1, **Safety and Health Requirements Manual** and take all other additional measures the Contracting Officer determines are reasonably necessary.⁴⁰ The U.S. Army Corps of Engineers Manual may be ordered without charge from: U.S. Army Corps of Engineers Publication Depot, 2803 52nd Avenue, Hyattsville, MD. 20781-1102. The FAR clause, Permits and Responsibilities, requires you also to comply with and Federal, State and/or Municipal laws which would include the pertinent provisions of Public Law 91-596, The Occupational Safety and Health Act (OSHA) of 1970 and subsequent similar legislation.⁴¹ The FAR clause, Hazardous Material

³⁹ **Contractor's Handbook for Construction Contracts**, LANTNAVFACENCOM (Norfolk, VA., 1988), p. 26.

⁴⁰ **Federal Acquisition Regulation**, Vol. 2 (Washington, D.C. 1984), Art. 52.236-13.

⁴¹ **Ibid.**, Art. 52.236-7.

Identification and Material Safety Data, specifies contractor requirements to submit Material Safety Data Sheets for all hazardous materials five (5) days before delivery of the material.⁴²

A. Safety Plan. If the contract involves more than six (6) months work, or is described as hazardous, you must prior to commencement of work, meet the following requirements:⁴³

1. Submit to the ROICC an accident prevention program written for the specific contract, and implementing in detail the pertinent provisions of the Safety and Health Requirements Manual, EM 385-1-1. The program must include the work to be performed by subcontractors. It must also provide for frequent and regular safety inspections of the work sites, materials, and equipment by competent designated personnel.

2. You must meet in conference with representatives of the ROICC to discuss and develop mutual understandings relative to administration of the over all safety program.

B. Accident Report. The contractor is required to submit to the ROICC reports of accidents. You are required to provide the ROICC a copy of the report on each recordable accident or illness, prepared to meet OSHA requirements, including subcontractor reports. In addition, you are required to advise the ROICC of any accident resulting in fatal injury, 5 or more persons admitted to a

⁴² Ibid., Art. 52.223-3.

⁴³ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 4-2.

hospital, or property damage of \$10,000 or more.⁴⁴

2. Vehicle Safety. You should continually emphasize to your employees the importance of safe driving and observance of traffic laws both on and off the work site whether on official or personal business. Particular emphasis should be placed on driving within the boundaries of the activity and on the adjacent roadways. Normally, traffic on these roadways is extremely heavy, particularly during morning and evening rush hours. Your employees should also be advised that violation of posted speed limits, parking restrictions, or other regulations on the activity may result in loss of on base driving privileges.

3. Housekeeping. Particular attention is directed to the provisions in the Safety and Health Requirements Manual, EM 385-1-1, Paragraph 11.1, for cleanliness of the job site, prevention of tripping hazards, and removal of flammable material and debris from the construction site.⁴⁵ Job site cleanliness is an item of major significance on Government activities and will be closely monitored by the ROICC. Special attention to job site appearance will be expected at times of ceremony or public visitation. Additionally, the contractor shall take every reasonable precaution to reduce hazards to the public through the use of temporary walkways, roadways, trench covers, barricades, colored lights, danger signals, and other

⁴⁴ Contractor's Handbook for Construction Contracts, LANTNAVFACENGCOM (Norfolk, VA., 1988), p. 17.

⁴⁵ Safety and Health Requirements Manual, U.S. Army Corps of Engineers, EM 385-1-1 (Washington, D.C., 1987), p. 61.

devices.

4. Environmental Protection. The FAR clause, Clean Air and Water, may apply if your contract is in excess of \$100,000, or if a facility to be used in performing the contract has been the subject of a conviction under the Clean Air Act or the Federal Water Pollution Control Act.⁴⁶ The requirements are detailed and normally include the submission of an Environmental Protection Plan after a preliminary meeting with the ROICC and before construction starts.

5. Protection of Trees and Shrubs. The FAR clause, Protection of Existing Vegetation, Structures, Utilities, and Improvements , requires that you protect existing vegetation which is not to be removed and which does not unreasonably interfere with the construction work.⁴⁷ In the event that the progress of construction warrants the removal of any tree or shrub, prior approval of the ROICC shall be obtained. Trees to remain shall not be used as anchorage for the attachment of ropes, cables, or guy wires, unless permission is obtained from the ROICC. If such permission is granted, the tree shall be adequately padded using burlap and soft wood cleats or other approved materials.

6. Storm Protection. The FAR clauses, Inspection of Construction and Warranty of Construction, hold the contractor responsible for damage to the work prior to its acceptance and for any damage to the work or adjacent property arising out of the

⁴⁶ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.223-2.

⁴⁷ Ibid., Art. 52.236-9.

contractor's failure to conform to the contract provisions.⁴⁸ One of these contract provisions may be a clause "Storm Protection" which requires the contractor to take every practicable precaution to minimize danger to personnel, the work, and adjacent property when warnings of destructive weather are issued. It is the contractor's responsibility to have a written plan for executing such precautions.

A. Conditions of Readiness. The following is a list of conditions or warnings which are issued at the appropriate time by the Activity's Commanding Officer and which may be reported to you by the ROICC to help ensure adequate preparation by you to protect the work site. This notice does not relieve you of contractor responsibility to be aware of impending weather conditions.⁴⁹

1. **Seasonal Condition**. This condition is placed in effect for the duration of the hurricane season, which begins on 1 June and ends on 30 November each year.
2. **Condition IV**. Destructive winds are expected within 72 hours.
3. **Condition III**. Destructive winds are expected within 48 hours.
4. **Condition II**. Destructive winds are expected within 24 hours.
5. **Condition I**. Destructive winds are expected imminently.

Section 5. Labor.

⁴⁸ Ibid., Art. 52.246-12. 52.246-21.

⁴⁹ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 4-5.

1. Payroll Requirements. All contractor and subcontractor employees at the work site must be paid at least once a week in accordance with FAR clause, Payrolls and Basic Records.⁵⁰

A. Payroll Copies. One copy, each with an original signature, of all certified contractor and subcontractor weekly payrolls is to be delivered to the ROICC by the Prime Contractor. These copies must be received by the ROICC within seven (7) calendar days following the close of the payroll period.⁵¹ If the contractor or subcontractors are engaged in more than one contract at the site, separate payroll records must be maintained and separate payroll data submitted for each contract. Failure to submit payroll information as required under the terms of your contract may result in the ROICC withholding approval of progress payments until the requirements are met.

B. Employee Information. As a minimum, each payroll must contain accurate and complete information for each employee as follows:

1. **Name**
2. **Address** (Only the first time an employee's name appears on the payroll for this contract, or if change of address.)
3. **Social Security Number** (Only the first time an employee's name appears on the payroll for this contract.)
4. **Work Classification**

⁵⁰ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-8.

⁵¹ Manual of Instructions to Contractors, SOUTHNAVFACENOCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-1.

5. **Daily and Weekly Hours Worked** (Segregate into regular and OT hours.)
6. **Rate of Pay**
7. **Gross Amount Earned**
8. **Deductions** (Must conform to Copeland "Anti-Kickback" Act. Number of withholding exemptions is optional.)
9. **Net Wages Paid**

C. Statement of Compliance. The Copeland Regulations of the Secretary of Labor require that each weekly payroll submitted to the ROICC be accompanied by a statement of compliance with the Davis-Bacon Act.⁵² DD Form 879, Statement of Compliance, is shown in Appendix I and is used for compliance. You may, however, reproduce this statement on your own forms or on a computer generated payroll listing but the wording may not be altered in any manner. In the block for description of permissible deductions, list, by name, all deductions made. For example, FICA or Federal Income Tax withholding, but do not list any monetary amounts of such deductions.

D. Payroll Forms. The Department of Labor has developed a payroll form WH 347 for contractors optional use and is included as Appendix J. It may be purchased from the Government Printing Office Bookstore, Room 100, Federal Building, 275 Peachtree Street NE, Atlanta, GA. 30303, or they may be reproduced using your own printing facilities. If you use a payroll form which does not contain the required statement of compliance, a DD Form 879

⁵² ROICC Contract Administration Handbook, CHESNAVFACINCOMINST 43330.62C (Washington, D.C. 1984), p. 11.

must be submitted with each payroll.

2. Preservation of Payroll Records. In accordance with the FAR clause, Contract Work Hours and Safety Standards Act-Overtime Compensation, the contractor shall preserve all payroll records pertaining to the contract for a period of three years after the date of final payment.⁵³ The contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the US Department of Labor.

3. Davis-Bacon Wage Rates. Federal law requires that contractors on Federally funded construction contracts in excess of \$2,000 pay their workers not less than the wage rates determined by the Secretary of Labor.⁵⁴ A copy of the wage rate determinations for the work classifications involved in your construction is included in your contract. If you have an employee who does not fit into one of the preset classifications, see subparagraph B, below.

A. Determination of Proper Work Classification.

Classification of employees under the Davis-Bacon Act shall be in accordance with prevailing local area practice regardless of whether the contractor or subcontractor is operating totally, or in part, union or non union. In cases where the prevailing local practice cannot be clearly defined, the contractor should furnish, in writing, all pertinent details to the ROICC for a determination.

⁵³ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-4.

⁵⁴ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-4.

B. Additional Classification and Rates. The Wage Rate Determination in your contract may not contain all the classifications and wage rates you or your subcontractors consider necessary in carrying out the work. If additional classifications are needed, application should be made to the ROICC as early as possible. SF 1444, Request For Authorization of Additional Classification and Rate, shown in Appendix K, is to be used for this purpose. Proposed classifications and rates should be listed on the form by you. When submitting the request, attach a statement explaining in detail the basis for arriving at the requested classifications and rates. The affected employee must sign the SF 1444.

C. Employees in More Than One Classification. In the event an employee performs Laborer or Journeyman duties in more than one classification during one work day, that employee must be paid not less than the minimum wage rate for each classification during the hours each was performed. If you choose to split classify an employee, detailed documentation must be provided with each payroll stating the actual hours worked in each classification, and the type of work performed during these hours.

4. Posting Davis-Bacon Wage Rates. The FAR clause, Davis-Bacon Act, requires you to post the wage rate determination for the various classifications employed in a prominent location at the site along with a "Notice to Employees" poster, WH Publication 1321, Appendix G.⁵⁵ These items must remain posted for the life of the

⁵⁵ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-6.

contract in a location satisfactory to the ROICC. Upon approval by the Department of Labor of any SF 1444, it must also be posted with the wage rate determination.

5. Overtime. In accordance with the FAR clause, Contract Work Hours and Safety Standards Act-Overtime Compensation, all laborers and mechanics must be paid one and one half times their basic pay on overtime hours.⁵⁶ Overtime compensation is required for work in excess of forty (40) hours per week. The clause further stipulates that progress payments will be withheld if employees have not been properly paid.

6. Employee Pay. The FAR clause, Compliance with Copeland Act Requirements, and compliance with Davis-Bacon Act Regulations incorporate the laws into your contract.⁵⁷ A copy of these regulations can be reviewed at the ROICC office. FAR Clause, Contract Work Hours and Safety Standards Act-Overtime Compensation, allows the Department of Labor to assess liquidated damages payments until payment violations cease.⁵⁸

A. Deductions. The Secretary of Labor has determined what payroll deductions may be made from employee wages. Some deductions must have prior approval. Deductions not listed in 29 CFR, Part 3, are prohibited.⁵⁹

⁵⁶ Ibid, Art. 52.222-4.

⁵⁷ Ibid, Art. 52.222-10.

⁵⁸ Ibid, Art. 52.222-4.

⁵⁹ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-6.

B. Fringe Benefits. The FAR clause, Davis Bacon Act, provides alternative methods for the payment of fringe benefits specified in the wage determination decision of the Secretary of Labor.⁶⁰ The contractor must be prepared to provide proof of payment of fringe benefits when they are not paid directly to the employee and annotated on the weekly payroll form. If the fringe benefits are paid as cash in lieu of fringes, a statement must appear on the payroll form indicating such payment. If fringe benefits are provided to employees through the contractor's assumption of an enforceable commitment to bear the cost of those fringes at a later date, approval must be obtained from the Secretary of Labor.

C. Payment by Cash. If employees are paid by cash, the ROICC must be notified in advance of the payments so that arrangements may be made for a Government Representative to witness the payments and the signing of receipts. The Government Representative must be allowed to ascertain that the payments for the period are in full compliance with the Labor Standards Provisions.

7. Failure to Pay Employees. On any contract subject to the Davis-Bacon Act or the Contract Work Hours and Safety Standards Act, the ROICC may take such action as described under the Acts if the contractor or subcontractors fail to pay laborers or mechanics all or part of the wages required by the contract. Such action includes suspension of the work and withholding of payments to the

⁶⁰ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-6.

contractor.⁶¹

8. Labor Standards Interview. Under the FAR clause, Payrolls and Basic Records⁶², the contractor shall permit representatives of the Government to obtain labor information by interviewing employees during working hours, one interview per day, per Construction Representative, per contract.⁶³ During these interviews, the employees will be asked to voluntarily answer the questions on SF 1445, Labor Standards Interview, and to sign the form. SF 1445 is shown in Appendix L.

9. Use of Apprentices and Trainees. If you employ apprentices or trainees to work on a Government contract, they must be enrolled in a bona fide apprenticeship or training program as defined in the FAR clause, Apprentices and Trainees.⁶⁴ Proof of program registration must be submitted to the ROICC. If your registered program limits the ratio of apprentices/trainees to journeymen in your work force, that ratio cannot be exceeded in any individual work classification. You must also furnish proof of registration in a program for each employee listed and paid as apprentice or trainee on your payroll form. This requirement may be fulfilled by a copy of the certificate issued by a Bureau of Apprenticeship and Training representative. Certificates must indicate the employee's name,

⁶¹ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-7.

⁶² Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-8.

⁶³ ROICC Contract Administration Handbook, CHESNAVFACINGCOMINST 43330.62C (Washington, D.C. 1984), p. 11.

⁶⁴ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-9.

trade, apprentice or trainee step, and Bureau of Apprenticeship and Training Office with whom they are registered. Information as to the appropriate ratios and wage rates, expressed in percentages of journeyman rates, must also be submitted. Any uncertified apprentice or trainee shall be paid at the wage rate for the classification of work actually performed. No laborer may be classified as an apprentice or trainee.⁶⁵

10. Convict Labor. Except as provided by 18 USC 4082 (c)(2) and Executive Order 11755, December 29, 1973, FAR clause, Convict Labor, prohibits the employment of anyone undergoing sentence of imprisonment.⁶⁶

11. Employment of Minors on Construction Contracts. On construction contracts, child labor requirements for non agricultural occupations are governed by the Fair Labor Standards Act, Wage and Hour Division.⁶⁷ Oppressive child labor is defined as employment of children under the legal minimum age. The Fair Labor Standards Act provides a minimum age of 18 years for any nonagricultural occupations. This minimum age applies even when the minor is employed by the parent or guardian.

12. Equal Employment Opportunity. If during any twelve month period you are awarded \$10,000 or more in Federal contract work, including subcontracts, you must comply with the FAR clause,

⁶⁵ Manual of Instructions to Contractors. SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-8.

⁶⁶ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-3.

⁶⁷ Contractor's Handbook for Construction Contracts. LANTNAVFACENGCOM (Norfolk, VA., 1988), p. 20.

Equal Opportunity.⁶⁸ This clause requires the contractor to take specific actions and furnish information and reports, some of which are as follows. You must display conspicuously, Equal Employment Opportunity posters as shown in Appendix H, when advertising for employees, and you must state in any advertisements, "All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin."⁶⁹ The following are additional contract provisions which may be applicable to your contract.

A. Affirmative Action. If your contract is awarded in the amount of \$10,000 or more, the FAR clause, Affirmative Action Compliance Requirements for Construction, is applicable.⁷⁰ The clause lists sixteen (16) specific affirmative actions the contractor must take to ensure equal employment opportunity. The Invitation for Bids contains goals for the achievement of minority participation in various trades. These goals apply to all construction work undertaken by the contractor in the covered area, not just the work under a specific Government contract.

B. Handicapped Workers. The FAR clause, Employment of the Handicapped, requires the contractor to comply with the requirements that the Secretary of Labor issued pursuant to Section

⁶⁸ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-26.

⁶⁹ Manual of Instructions to Contractors, SOUTHNAVFACEGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-9

⁷⁰ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-27.

503 of the Rehabilitation Act of 1973.⁷¹ This clause is applicable to contracts for \$2,500 or more.

C. Disabled Veterans and Veterans of Vietnam. If your contract is for \$10,000 or more, the Far clause, Special Disabled and Vietnam Era Veterans, is applicable.⁷²

13. Labor Disputes. Representatives of the Contracting Officer will not participate in labor relations matters unless disputes develop that interfere with the proper performance of the contract. In such a case, The ROICC may become involved to assist in settling the difficulty or to refer the matter to the Federal Mediation and Conciliation Service or the Commander, Naval Facilities Engineering Command for appropriate action.⁷³

A. Notice to the Government. In accordance with the FAR clause, Notice to the Government of Labor Disputes, you must notify the ROICC whenever you have knowledge that a work stoppage may delay the performance of the work under your contract.⁷⁴ This notification should be in the fastest method possible followed by a written verification. Provide as much of the following data as is immediately available concerning the circumstances surrounding the prospective strike:

1. **Title of affected contract.** (Include contractor's name and job site

⁷¹ Ibid., Art. 22.1400.

⁷² Ibid., Art. 22.13.

⁷³ Manual of Instructions to Contractors, SOUTHNAVFACEGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 5-10

⁷⁴ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.222-1.

- representatives.)
2. **Expected affect on Critical Path.**
 3. **Date strike expected to begin**
 4. **Name of Union** (National affiliation and name, telephone numbers and addresses of local officials.)
 5. **Main issues involved in dispute.**
 6. **Potential of the issues being settled.**
 7. **Temper or potential for violence.** (At the construction site and situation with respect to ingress and egress.)
 8. **Number and type of employees affected.**
 9. **Evidence that the strike is beyond the control of you or any tier subcontractor.**

B. Report of Settlement. After resolving a work stoppage, immediately furnish a letter report briefly outlining the conditions of settlement and the date of work resumption.

C. Disputes Concerning Labor Standards. It should be noted that FAR clause, Disputes Concerning Labor Standards (Feb 1988), states that disputes concerning labor standards requirements should be resolved in accordance with 29 CFR Parts 5,6, and 7 and not the Disputes Clause placed in each contract.⁷⁵

Section 6. **Material and Equipment.**

1. Submittals. The contract specification section on Quality Control (QC) or Contractor Quality Control (CQC) contains requirements for submittal approvals before certain materials may be incorporated in the project. Adherence to the QC or CQC provisions is necessary to ensure that specified quality is achieved. If the contract contains the CQC provision, a CQC Plan must be submitted

⁷⁵ ibid., Art. 52.222-16.

by the contractor and approved by the Government. Some submittals must be in the form of samples, while others can be approved on the basis of catalog information, shop drawings, or a manufacturer's certificate. In addition, each division of the specification stipulates the required submittal format for the specific materials covered by that division. The FAR clause, Specifications and Drawings for Construction, provides a clear and detailed procedure for making material submittals.⁷⁶ This procedure must be followed diligently in order to avoid lost samples, delays, and resubmittals. The number of copies required may vary with the type of submittal according to your specification. The ROICC will not approve payment for materials installed without approval of required submittals. A sample CQC Submittal Status Log form shown in Appendix M may be used by you for listing material submittals.

A. Letter of Transmittal. Each submittal, whether catalog cut, samples, shop drawings or certificates, must be accompanied by a letter of transmittal. Submittals shall be organized and assembled as specified, normally requiring four copies, unless indicated otherwise in Division I, General Requirements, submitted by specification section in bound volumes, and clearly labeled.⁷⁷ Three copies are required when Government approval is

⁷⁶ Ibid., Art. 52.236-21.

⁷⁷ ROICC Contract Administration Handbook, CHESNAVACINGCOMINST 43330.62C (Washington, D.C. 1984), p. 16

not specified.⁷⁸

B. Local Requirements. The ROICC will provide additional specific submittal instructions at your Pre Construction Conference. If you desire to make any submittals prior to the conference, contact the ROICC to find out the local requirements.

C. Delay. The importance of prompt and conforming material submittals cannot be overemphasized. Adequate time must be allowed for processing and review by the ROICC and an Architect/Engineering firm. Since submittals must be approved before the proposed material may be incorporated in the work, delay in making required submittals may result in contractor caused delay in the critical path. Such a delay will not be justification for a time extension to the contract.

2. Samples. Where the specification requires samples, they shall be submitted in accordance with the clause "Samples" of the QC or CQC provisions and delivered to the location designated by the ROICC. They shall be furnished in the number specified, be shipped prepaid, and delivered as directed by the Contracting Officer. Each sample must be clearly marked or securely tagged with the name of the material, name of the supplier, contract number, the location where it is to be installed in the project, and the specification section that calls for it. When samples of such items as fill, base course, and bituminous materials are required to be submitted to a testing agency, each shipping letter or ticket must contain the contract and

⁷⁸ Ibid., p. 16.

specification number, the source of the sample as well as the name, address, and telephone number of the contractor. Copies of the transmittal letters are to be furnished to the ROICC.

3. Shop Drawings and Catalog Cuts. The term "Shop Drawings" involves drawings, diagrams, layouts, illustrations, schematics, schedules, performance and test data and similar materials. Definitions and specific requirements pertaining to these submittals are contained in the FAR clause, Specifications and Drawings for Construction.⁷⁹ When the specification requires the submission of shop drawings or catalog cuts, you must provide the number of copies you wish returned to you plus four (4) copies for the Government's use. The original and two (2) copies of the transmittal letter described in Paragraph 1.4., above, should be provided in accordance with the QC or CQC provisions of the specification section 01400 or 01401. Each drawing or catalog cut must bear the following signed statement:⁸⁰

It is hereby certified that the **(equipment) (material)** shown and marked in this submittal, shop drawing, catalog cut, etc., is that proposed to be incorporated into **Contract Number** _____, is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is **approved for use** _____ **submitted for Government approval**. (Check Appropriate Option)

Authorized Reviewer _____ **Date** _____

CQC Representative _____ **Date** _____

⁷⁹ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.236-21.

⁸⁰ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 6-3

Copies of the submittals with the ROICC's action annotated, will be returned to the Contractor. When resubmittals are required, they shall reference the original submittal with the same number of copies as the original submission. The ROICC may charge the contractor for costs incurred by the Government in processing resubmittals if the resubmittal was caused by the contractor failing to provide submittal or one which was not in compliance with the contract drawings or specifications.

4. Manufacturer's Certificate. Your contract specification may require the submission of notarized "Manufacturer's Certificates of Compliance" with the specification on certain items. Five (5) copies of the certificates along with five (5) copies of the transmittal letter must be submitted. You will be notified in writing of the acceptance or rejection of the certificates.

5. Factory Inspection. Where the specification requires certain materials or equipment to be factory inspected by representatives of the Government, such as the Defense Contract Administration Services, at the factory, you must submit seven (7) copies of the purchase orders for such items to the ROICC.⁸¹ Do this as early as possible to allow at least ten (10) working days for the ROICC to arrange for the inspection. Your allowing less than ten days will not result in waiver of the requirement of factory inspection. No extension of contract time will be allowed under such circumstances.

⁸¹ ROICC Contract Administration Handbook, CHESNAVFACINCOMINST 43330.62C (Washington, D.C. 1984), p. 15.

Purchase orders for items requiring factory inspection must contain complete information concerning:

1. Contract and specification numbers.
2. Purchasers requisition number on the factory.
3. Name and street address of the factory.
4. Approximate date material or equipment will be available for inspection.
5. Required delivery date and shipping instructions.
6. Description of items including quantity, quality dimensions, capacity, type, and catalog number.
7. Identification of Government specifications and standards to which the items must conform.
6. Expediting Material and Equipment through Defense

Priorities and Allocation System (DPAS). Timely delivery of materials is your responsibility. Identify the priority of the material in your purchase orders and comply with the FAR clause, Defense Priority and Allocation Requirements, which invokes regulation 15.CFR 350, Defense Priorities and Allocation System.⁸² Any assistance given by the Government does not relieve you of the responsibility for timely delivery of the material for incorporation in the project. A copy of the DPAS regulation may be obtained from: Office of Industrial Resource Administration, Room 3876, US Department of Commerce, Washington, D.C., 20230, Telephone 202 377-4506/3634. If you encounter difficulty in obtaining materials or equipment, you should contact and document alternate sources in an effort to improve on the delivery time. If this is done without

⁸² Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.212-8.

success, the ROICC may be contacted for assistance. Provide the ROICC with a copy of the purchase orders, including the names and telephone numbers of supplier or manufacturer representatives. It is extremely important to provide the ROICC with the manufacturer's internal job order number. The ROICC will provide the information to the cognizant Defense Contract Administration Service for possible assistance. If the ROICC cannot improve the delivery date through DCAS, he/she will review the urgency of the facility being constructed, and if appropriate, request you to complete Form ITA-999, Request for Special Priorities Assistance.⁸³ The below instructions for completing the form should be closely followed:

1. **Fill out the numbered blocks 1 through 17.**

2. **Block 1:** Commander

Naval Facilities Engineering Command (0647)
Department of the Navy
200 Stovall Street
Alexandria, VA. 22332

3. **Block 2:** Enter only one applicant: contractor, subcontractor, supplier, or manufacturer-the one who is directly requesting assistance.

4. **Block 10:** Enter only one purchase order item unless other items are of the same material and general product class and are from the same supplier.

⁸³ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy),
(Charleston, S.C., 1988), p. 6-6

5. **Block 10c:** The dollar value must be entered.
6. **Block 12:** Enter only one supplier.
7. **Block 14:** Enter the explanation given by the supplier as to why the required delivery date is not being met.
The more specific the explanation, the easier it will be to determine the nature of the problem and the type of assistance which will be most beneficial.

7 Delivery of Materials onto Government Property. It is not uncommon for drivers who are bringing contractor materials onto a Government installation to inadvertently deliver the goods to the Government receiving docks rather than to the job site. This misdelivery can be attributed to an accumulation of errors: The driver has not been adequately instructed on where to take the material, the Gate Security Guard directs him/her to the Government receiving area, and the material and documents are inadequately marked and do not alert the receiver to the fact that the shipment is not directly for the Government. Contractors and subcontractors are requested to carefully instruct their vendors and suppliers to address delivery receipts in such a way as to avoid confusion and delay when the material arrives at the Government activity. Mark shipments with contract number, prime contractor name and telephone number, and contractor point of contact to receive the shipment.

A. Delivery Receipt Information For the benefit of both the driver and the receiver, all delivery receipts should contain, as a

minimum, the following information.⁸⁴

1. This shipment is made to _____ Contractor
2. The Navy Contract Number is _____
3. Description of Project _____
4. Exact location of unloading area within the Government Activity _____
5. The Supply Department of the Government Activity is not concerned with this shipment. **This is not a delivery to the US Government.**
6. Gate the Truck is to enter _____

B. Entry on the Government Activity. The truck driver must show the Security Guard the bill of lading or delivery ticket indicating the name and location of the project involved. The driver will be issued a one trip delivery pass. He must comply with local security regulations and proceed directly to the specific location of the work. The contractor must have on site a representative to receive the delivery. After unloading, the driver shall return directly to the Gate Security Guard and surrender the delivery pass and a properly executed property pass for any material remaining on the truck. Property passes are discussed in paragraph 8 below.

C. Delivery After Hours. If a delivery is expected to arrive after normal work hours, or on a weekend, arrangements must be made in advance. If a delivery date and time is unknown, request the ROICC to make arrangements for the Gate Guard to notify a specific contractor representative when the material arrives. The Government will not accept delivery for the contractor.⁸⁵

⁸⁴ ibid., p. 6-8.

⁸⁵ ibid., p. 6-9.

8. Property Passes. No property may be moved from the Government activity without a Property Pass authenticated by the ROICC or his authorized representative. Property pass forms are available from and are executed by the Government Construction Representative. The items to be removed will be inspected by the Government Representative and may be inspected again by the Gate Security Guard. The property pass must be delivered to the Gate Security Guard at the time the property leaves the activity whether or not the guard asks for the pass or not. Failure to comply with these procedures may be cause for denying the contractor's vehicle access to the activity.

9. Floating Equipment. If the work involved in your contract necessitates the use of floating equipment, arrangements relative to handling, berthing, and stowing must be made prior to bringing the floating equipment onto the Government Activity. A clearance will be obtained by the ROICC upon receipt of a floating equipment list. In emergency cases, the contractor shall make direct contact with the Activity Watch Officer.⁸⁶

10. Protection of Material and Work In Place. All construction materials and work in place must be protected from deterioration and damage during construction. As provided in the FAR clause, Inspection of Construction, the contractor is responsible for damage or loss until such time as the work is accepted by the Government.⁸⁷

⁸⁶ Ibid., p. 6-10.

⁸⁷ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.246-12.

No inspection or test by the Government shall be construed as constituting acceptance. Section 9 outlines acceptance procedures.

11. Government Furnished Property. Government Furnished Property (GFP) is defined as material or equipment furnished by the Government and installed by either the contractor or the Government depending on contract requirements. The contractor shall use the GFP only in connection with this contract and shall maintain adequate property control records in accordance with sound accounting practices and will make records available for Government Representatives to inspect on request.⁸⁸

12. Contractor Salvaged Property on Construction Contracts. Salvaged property is material or equipment owned by the Government not considered reusable for its original use or recoverable. These items are generally limited to pieces of equipment and commonly salvaged material such as copper or light fixtures. Check your contracts General Paragraphs for inclusion of this type of property.⁸⁹

13. Testing, Adjusting and Balancing (TAB) Mechanical Systems. Due to the complexity and variety of today's environmental systems, it is not possible to clearly develop prescriptive testing, adjusting, and balancing procedures which would be applicable to all situations. However, Specification Sections 15996, "Testing, Adjusting and Balancing of Air Conditioning Systems," 15971, "Space Temperature

⁸⁸ Contractor's Handbook for Construction Contracts, LANTNAVFACEGCOM (Norfolk, VA., 1988), p. 33.

⁸⁹ Ibid., p. 33.

Control Systems," and 15501, "Heating, Ventilating and Cooling," will provide you specific requirements for your contract.⁹⁰

Section 7. **Contract Changes and Modifications**

1. **Change Orders**. Several clauses in the General Provisions authorize modifications to your contract. These include, Changes,⁹¹ Differing Site Conditions,⁹² Termination for Convenience of the Government,⁹³ Disputes,⁹⁴ Suspension of Work,⁹⁵ and Default.⁹⁶ The clause "Changes" is one of the most significant in that it allows the Government to unilaterally change the work in your contract. The Government can issue you a Change Order and hold you to performance under the contract. The clause also provides for equitable adjustment normally determined through negotiation. Modifications are on SF 30 and signed by the Contracting Officer. The contractor will be given a reasonable amount of time to prepare a proposal for a price and/or time adjustment.

2. **Procedure**. Government proposed modifications will usually be initiated by the ROICC issuing a Request for Proposal (RFP).⁹⁷ This letter will set forth in detail a description of the work to be added, deleted, or changed, and will indicate a date for the submission of

⁹⁰ Ibid., p. 34.

⁹¹ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.243-4.

⁹² Ibid., Art. 52.236-2.

⁹³ Ibid., Art. 52.249-2.

⁹⁴ Ibid., Art. 52.233-1.

⁹⁵ Ibid., Art. 52.212-3.

⁹⁶ Ibid., Art. 52.249-10.

⁹⁷ ROICC Contract Administration Handbook, CHESNAVFACINCOMINST 43330.62C (Washington, D.C. 1984), p. 23.

your cost and time proposal. The ROICC will provide you copies of a form Estimate For Change Order, as shown in Appendix N, which provides the format and instructions for preparing and submitting your proposal for modification. In accordance with the General Provisions clause, Modification Proposals-Price Breakdown, you will prepare a detailed cost estimate and forward it, in duplicate, to the ROICC. If your price proposal is significantly different from the Government estimate, you may be requested to meet with the ROICC or his representative to discuss and negotiate the modification price and or time. Your representative at the modification negotiation must be authorized to make a final agreement with the Government and bind you to this agreement. Once agreement has been reached, the ROICC will prepare the modification document and forward it to you for signature. You are to return an originally signed copy to the ROICC. Once the modification document is executed by both parties, you may proceed with the work authorized by the change. Occasionally, when time is of the essence, the ROICC may direct by unilateral change order that the work proceed prior to the conclusion of negotiations. This direction must be in writing. In this case, monetary value will not be stipulated on your copy.

B. Price Proposals. When proposing a time and/or price adjustment for work under a change order, you must support your proposal with a detailed breakdown of time and costs. As a minimum, the price breakdown must include materials, trades to be

employed, the estimated number of manhours, equipment ownership/rental prices, proposed subcontractors, job site overhead, home office overhead including general and administrative expenses, profit, estimated travel, and bond costs. The ROICC will provide the required form for the breakdown as discussed earlier. Per Defense Federal Acquisition Regulation Supplement (DFARS) clause, Pricing of Adjustments, and the FAR, Part 31, you must comply with details concerning the allowability of various types of costs.⁹⁸ Some items which are not allowable are as follows:

1. The cost of materials furnished by the Government and not paid for by the contractor or any allowance for profit thereon, unless the contract provides otherwise.
2. Interest on deferred payments or on capital.
3. Liquidated Damages of any description.
4. Legal expenses or other expenses involved in presenting claims against the Government.
5. Travel and other similar expenses of company officials and central office employees. These expenses are normally considered as a part of the main office expense and are not allowed as direct expenses unless travel is clearly shown to be incidental to the change in question.

Profit is determined by use of the Weighted Guidelines Method (Form DD 1547), and is no longer set at 6% for modifications but may be less than, equal to, or greater than 6%.⁹⁹ For modifications negotiated pursuant to the "Suspension of Work" clause, no profit is

⁹⁸ Defense Federal Acquisition Regulation Supplement (Washington, D.C., 1988), Art., 52.243-700.

⁹⁹ Manual of Instructions to Contractors, SOUTHNAVFACEGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 7-4

allowable. The Weighted Guidelines Method considers the risk to the contractor in the performance, management, and technical areas. Further information on this is available at the ROICC office.

1. Changes of \$500,000 or Less. A sample Estimate for Change Order is shown in Appendix O and should be use as a guide when submitting price proposals for changes of \$500,000 or less. This form includes average overhead computation formula. If you do not wish to use these formulas, you may itemize your overhead costs. If, however, your overhead cost percentage is higher than that allowed under the standard formulas, you must provide an independently prepared audit report, covering at least a current one year period that substantiates the higher overhead percentage for submission to the Defense Contract Audit Agency (DCAA). Combinations of standard and audited overhead rates are not permitted.

2. Changes Exceeding \$100,000. Public Law 87-653, known as the "Truth in Negotiations Act," applies to change order price proposals exceeding \$100,000. SF 1411 cover sheet must be used in submitting these price proposals. Although the form is not fully adaptable to negotiated construction contract changes, its use is mandatory.¹⁰⁰ Cost elements on the form may be modified by attaching price breakdowns in the standard labor, material, or equipment form normally used in construction. Each proposed price element must be substantiated by attaching separate pages of cost or

¹⁰⁰ ibid., p. 7-4.

pricing data supporting that element or stating where it may be found. It is the submission of such data along with your certification which assures compliance with the law. Upon receipt of your proposal, the ROICC will review the SF 1411 for completeness and request an advisory audit report by the DCAA. The final contract modification price will be negotiated after the Audit report has been reviewed by the ROICC and appropriate administrative requirements have been accomplished. As soon as practicable after agreement is reached on the modification price, you must submit to the ROICC one "Certificate of Current Cost or Pricing Data", as described in FAR clause, Cost or Pricing Data, and as shown in Appendix P.¹⁰¹ Change orders in excess of \$100,000 are subject to the General Provisions clause "Price Reduction for Defective Cost of Pricing Data- Modifications-Sealed Bidding" and FAR clause, Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding (April 85).¹⁰²

3. Caution Against False Claims. In addition to any provision of the contract, contractors are advised to consider the existence and applicability of 18 U.S.C.A. Section 206.287 and 1001 and other laws which prohibit the knowing and intentional submission of false claims or false statements in support of claims.¹⁰³

C. Freedom of Information Act. Under the law, the Government must make available to interested parties certain

¹⁰¹ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 15.804.

¹⁰² Ibid., Art. 52.214-28.

¹⁰³ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 7-5

records when requested. To be certain your modification pricing data is exempt from public release, any proprietary data should be appropriately marked to that effect before submission.

D. Extension of Bond. If your contract is bonded and a modification increases the contract scope or increases the contract price by more than \$50,000 or 25% of the basic contract price, your surety requirement is expanded to require that you extend your bond coverage to cover the change order.¹⁰⁴ In such cases, a "Consent of Surety" statement will be stamped or typed on the change order.¹⁰⁵ You must obtain the signature of your surety company on the statement before returning the modification to the ROICC.

E. Time Extension. Any time a proposal is submitted for a modification, you must indicate in the proposal the number of days to be added to or deleted from the contract time by reason of the changed work. If no change in contract time is needed, you should so state in the proposal. You may initiate a request pursuant to the FAR clause, Default (Fixed Price Construction), for additional contract time by reason of delay due to abnormal inclement weather, strikes, fires, floods, epidemics, or other factors beyond your control.¹⁰⁶ Such requests must be submitted to the ROICC and must include the specific reason for the delay, the number of days lost and dates of the delay, some indication that the delay was not

¹⁰⁴ Contracting Manual, NAVFACENGCOM, P-68 (Alexandria, VA., 1987), p. 104.

¹⁰⁵ Ibid., p. 105.

¹⁰⁶ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.249-10.

concurrent with any other delay, that it was beyond your control and that of any tier subcontractors. The request must also be substantiated by documentation such as weather bureau reports, statements of subcontractors or suppliers, or other such corroboration as to the nature of the delay. Requests which involve delay in procurement pursuant to the FAR clause, Defense Priority and Allocation Requirements, must also show that your order was placed within a reasonable time after award of the contract, that all orders properly identified the specified procurement priority rating, that you had reason to expect timely delivery or that conditions made it impossible to obtain timely delivery from any normal source, that you have endeavored to expedite delivery when delay became apparent or that you tried to fill the order elsewhere.¹⁰⁷ Requests based on weather conditions are considered only to the extent that the days of inclement weather during the contract work exceeded the established average for that period. Time extensions may also be considered for any days on which the site was unworkable by reason of previous heavy weather. If the request is approved, a modification will be issued extending the contract time at no change in the contract price.

Section 8. **Payments.**

1. **Schedule of Prices.** Your contract specification paragraph "Schedule of Prices" requires you to submit to the ROICC a detailed breakdown of the contract price giving the quantities, unit prices,

¹⁰⁷ Ibid., Art. 52.212-8.

and total prices for each of the various kinds of work. The schedule must be based on the actual breakdown of the bid price, including breakdowns of subcontractor prices. NAVFAC 4330/4, "Schedule of Prices," shown in Appendix Q, shall be used for this purpose. The original plus two (2) copies must be submitted within five (5) days of receipt of the Notice of Award and must be signed by an authorized representative of the contractor.¹⁰⁸ The approved schedule will be used by the ROICC as a guide in approving progress payments, and consequently, the initial progress payment may not be processed prior to approval of the Schedule of Prices. The following guidelines will be used in preparing the price breakdown:

1. A separate cost breakdown must be provided for each facility category code if required by the specification.
2. Each major item of work shall be listed and shall show the unit of measure of the quantity furnished.
3. Prices for material, equipment, and labor shall be listed separately.
4. The mobilization, demobilization, overhead, and profit shall not be shown as separate items but must be pro rated among the various items of work. For contracts over \$1 million, the mobilization line item for construction office set up for the initial project facilities is limited to 5% of the total contract amount.¹⁰⁹ Premiums for performance and payment bonds should be separately itemized if you intend to request specific reimbursement for those costs or part of the first progress payment.
5. The total amount of all itemized costs must equal the exact contract price.

¹⁰⁸ ROICC Contract Administration Handbook, CHESNAVFACINCOMINST 43330.62C (Washington, D.C. 1984), p. 13.

¹⁰⁹ Ibid., p. 14.

2. Progress Payments. The DFARS clause, Payments Under Fixed Price Construction Contracts, describes how payments are made.¹¹⁰ Progress payments will be made at intervals indicated in your contract, generally monthly, however, the first progress payment may take up to six (6) weeks.¹¹¹

A. Protection of Materials and Work in Place. When a progress payment is made, all work and materials covered by that payment becomes the property of the Government. This fact, however, does not relieve the contractor of the responsibility for protection of that work and material, nor does it waive any right of the Government to require the fulfillment of all of the terms of the contract. Any damage to the work or materials prior to final acceptance shall be corrected by the contractor.

B. Labor Prerequisite. All requirements of the Labor Standards Provisions must be met as a condition precedent to progress payments. This includes submission of all payroll records and statements of compliance for the period covered by the invoice. These are addressed in Section 5 of this handbook.

C. Material on Site. Payment may be made for 100% of the cost of material on site, but not yet incorporated in the work, if the contractor has clear title to the material.¹¹² This cost cannot be taken directly from the Schedule of Prices since overhead and profit

¹¹⁰ Defense Federal Acquisition Regulation Supplement (Washington, D.C., 1988), Art., 52.232-700.

¹¹¹ ROICC Contract Administration Handbook, CHESNAV FACING COMINST 43330.62C (Washington, D.C. 1984), p. 14.

¹¹² Ibid., p. 29.

included in the schedule of prices figure are not part of the actual material cost. When payment is made for materials on site, an amount equivalent to such payment shall be deducted by the ROICC from the appropriate Schedule of Prices items so that future payments will not include material costs previously reimbursed. Material delivered to the contractor at locations other than the site may also be taken into consideration if such consideration is specifically authorized by the contract, and if the contractor furnishes satisfactory evidence that he/she has acquired title to such material and that it will be utilized on the work covered by this contract.

D. Invoice. To request a progress payment, you must submit an original copy of form NAVFAC 7300/30, "Contractor's Invoice," as shown in Appendix R. If you are requesting payment for stored materials not yet incorporated in the work, you must enclose with your invoice proof of clear title to such material. If you are requesting reimbursement for premiums paid on performance and payment bonds, you must inclose evidence of full payment to the surety.

E. Retention. Normally, due to satisfactory progress, no retention is withheld. Retention up to 10% of the amount of payment may be withheld if there is not satisfactory progress.¹¹³ While not considered "retention" per se, in order not to pay for work not yet done, the ROICC may specifically identify reductions in the

¹¹³ ibid., p. 30.

amount of payment by marking up line items in the contractors estimate to reflect the completed work for the basis of payment. Similarly, the ROICC may retain an administrative reduction for missing payrolls and labor documents.

3. Progress Charts. With each invoice, you must submit an updated work schedule indicating items completed and setting forth any revised timetable for the remaining work. This work schedule, in conjunction with the schedule of prices, will enable the ROICC to estimate progress payment amounts and project whether the work will be completed within the contract time. Failure to submit the updated schedule may result in the ROICC withholding approval of the progress payment.

4. Final Payment. Upon completion of the work, including submission of acceptable "As Builts", and upon acceptance by the Government, the balance due on the contract less any liquidated damages or claims against the contractor, shall be paid by the Government. A deductive modification will be issued to reflect any liquidated damages. Prerequisites to final payment is the submission of a Contractor's Invoice for the balance of the contract price and the execution of a final release of claims against the Government.¹¹⁴ The release shall be executed in four (4) copies on form NAVFAC 4330/7 as shown in Appendix S.

Section 9. Contract Completion.

1. Substantial Completion. A facility is substantially complete

¹¹⁴ Ibid., p. 34.

when it has reached a stage in its construction where it can be put to the use for which it is intended, even though minor items remain to be completed in order to fully conform to the contract documents. The term "substantial completion" implies that there is work remaining to be done and that the contract is not complete. Section 8 discusses the disbursement of retained monies at substantial completion.

2. Prefinal Inspection. The prefinal inspection is a procedure where the Government is assured that the project has been completed in accordance with the plans and specifications prior to the final acceptance inspection.¹¹⁵ A well organized prefinal inspection will expedite the final inspection and acceptance process. The prefinal inspection should not be viewed as a means for you to ascertain what must be accomplished to complete the contract, but rather an explanation of the minimum standards that will be accepted to conform with the contract requirements. Strict compliance with the contract is your responsibility and all fine tuning of the contract, i.e., painting, lighting, touch up, equipment, panel labeling, testing, etc., should be completed before requesting the prefinal inspection. When you feel that the project or a phase of the project, when applicable, is ready for prefinal inspection, the ROICC Construction Representative (Con Rep) assigned, the project supervintendent and/or the CQC Representative should:

¹¹⁵ Contractor's Handbook for Construction Contracts, LANTNAYFACENGCOM (Norfolk, VA., 1988), p 37.

1. Set a time and location to start the inspection
2. Have a copy of the plans and specifications at the time of meeting.
3. Ensure each punch list item states the deficiency, its location and the drawing or specification sections applicable to the problem.
During the initial inspection, if the "punch list", or list of deficiencies, becomes lengthy, the Con Rep will stop the inspection recommending that further fine tuning be accomplished. At the completion of the project, a record of the efforts taken by you to finalize the work will be used to provide an evaluation of your performance.

3. Final Inspection and Acceptance. When the work is complete, the contractor must request a final inspection. Although day to day job inspections are done by the Government Construction Representative (ConRep), the final inspection will be conducted by the ROICC and/or his/her Project Manager, the Activity Commanding Officer or his/her representative, and the contractor or his/her representative. The "punch list" will be generated during the time of this inspection. As each item is completed, it shall be jointly signed off by the contractor and the Con Rep. The ROICC will provide a letter of acceptance to the contractor after completion and inspection of all work required by the contract. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the Government's rights under any warranty or guarantee as stated in FAR clause, Inspection of Construction.¹¹⁶

4. Use by the Government Before Completion. Under the provisions of the FAR clause, Use and Possession Prior to Completion,

¹¹⁶ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.246-12.

the Government may take possession of or use completed or substantially completed portions of the work prior to acceptance.¹¹⁷ In such a case, you will be relieved of the responsibility for any loss or damage to the work resulting from the Government's possession or use. An equitable adjustment may be made in the contract price and/or time if possession or use by the Government delays the progress of the work or causes additional expense to you. On that portion of the work in possession or use by the Government, the warranty period will commence on that date which is also known as the Beneficial Occupancy Date (BOD).

5. As Built Drawings. If your contract contains a General Paragraphs clause "Record Drawings", "As Built Drawings", or similar clause, you must during construction, continuously update at least one set of contract drawings by marking in red the actual "as built" conditions where they differ from the conditions shown on the contract drawings. The updates should include manufacturers brands, types, or classes, etc.¹¹⁸ This process, in effect, transcribes all changed information onto the drawings for use by the Government in future maintenance, repair, and alteration work. The as built shall be turned over to the ROICC during the final inspection. You are not expected to make new drawings. Reproducible drawings are provided at the start of the contract to enable you to make copies of the contract drawings as needed.

¹¹⁷ Ibid., Art. 52-236-11.

¹¹⁸ Contractor's Handbook for Construction Contracts, LANTNAVFACENGCOM (Norfolk, VA., 1988), p. 35.

6. As Built Record of Materials Used. You are required to furnish an as built record of materials used on the project which shall be keyed to the areas and spaces depicted on the contract drawings showing brands, manufacturers, types, classes, etc. Final payment will not be processed until this record is received and approved by the ROICC.¹¹⁹

7. Contract Close Out. Immediately following the final inspection and the facility found acceptable, the ROICC will advise you officially, in writing, that the facility has been accepted and that the effective date for the commencement of the warranty period is the date of the acceptance. Also, in this letter, any deficiencies outstanding at the time of the final inspection will be provided. You will be requested to correct these items within thirty (30) days or other mutually agreed time schedule.¹²⁰ There are many forms besides the contractors release that are required to be filled out by the contractor before final payment can be approved by the ROICC. Each ROICC office is staffed to supply you with these forms and assist you in filling them out upon your request. The following items must be provided by you as the contractor before the paperwork can begin to be filled out:

1. New equipment guarantee and warrant information such as effective dates, documents, equipment types, addresses and phone numbers of all subcontractors and/or equipment suppliers or

¹¹⁹ Ibid., p. 35.

¹²⁰ Ibid., p. 39.

manufacturers specifically designated in writing by the contractor for direct contact.

2. Manufacturer's spare parts catalogs and as built records of materials in quantities specified in the contract.
3. Operating and Maintenance (O&M) Manuals.
4. Keys to doors, special enclosures, water valves and fire hydrants and other detached special appliances required for operation and maintenance of the facility.
5. As built drawings.
6. Government Furnished Property (GFP) records.
7. Test certificates performed during the progress of the project.
8. Complete start up testing of systems, with a list of instructor names and the type of instructions provided to the Government Operating/Maintenance personnel.

8. Guarantees and Warranties. Under the FAR clause, Warranty of Construction, the contractor warrants the equipment, material, workmanship, and design, provided by the contractor or any subcontractors or suppliers to be free of defects for a period of one year from the date of final acceptance.¹²¹ Any repair or replacement made under the terms of the warranty are also warranted for one year from the date of repair or replacement. The warranty period is covered by the contractor's Performance Bond. Special features of construction such as roofs may have extended warranties specified for a period greater than one year. Check your contract for these types of warranties. You must submit the properly completed extended warranty as specified in the contract prior to final acceptance of the project.

¹²¹ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.246-21.

Section 10. **Miscellaneous.**

1. Checklist for Contract Completion. To assist you in monitoring the execution of the administrative requirements of your contract, a checklist is provided in Appendix U. This checklist is not intended to be all inclusive nor is every listed item applicable to all contracts. Each item on the list is followed by a page number indicating the page in this handbook where information pertinent to that item may be found. It is recommended you reproduce copies of the checklist and tailor them to suit your particular contract.

2. Utilities. Your contract may contain a FAR clause, Availability and Use of Utility Services, important sections of which are discussed below:¹²²

A. Contractor Supplied. If there is no provision for Government utilities in your contract, you are responsible for providing your own utilities. This does not mean that you cannot approach the Government for utility services, but it does mean that the Government is under no obligation to provide them.

B. Government Supplied. If your contract specifically makes Government utilities available for you use, you will be allowed to connect to the applicable utilities at the place and in the fashion required by your contract, at no cost to the Government. You will be charged for utilities consumed, unless your contract states otherwise, and you may have to provide meters where necessary to determine those charges.

¹²² Ibid., Art. 52.236-14.

C. Interruption of Government Owned Utilities. As required by the specification paragraph "Order of Work", a request for cutoff of Government owned utilities to make tie in connections or changeovers shall be submitted in writing to the ROICC. This request must be made at least fifteen (15) calendar days in advance, unless the ROICC or your contract requires otherwise.¹²³

3. Storage Trailers, Buildings, Shops, Offices and Sanitation Facilities. The need for sanitary convenience for the use of persons employed on the contract will vary depending on the nature and location of the work. The General Paragraph entitled "Sanitation" addresses requirements pertinent to contractor provided facilities. In some cases, the use of existing Government sanitary facilities may be allowed by the ROICC, in which case, you will be expected to bear some responsibility for the maintenance and cleanliness of those facilities. Compliance with the sanitation requirements of the US Army Corps of Engineers' Safety and Health Requirements Manual is mandatory.¹²⁴

4. Value Engineering. Under the terms of the FAR clause, Value Engineering-Construction, it is recommended that you propose changes to the contract whereby the end product of construction is achieved at a lesser cost.¹²⁵ Proposals are considered based on initial dollar savings and operational and maintenance savings over the

¹²³ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 10-1

¹²⁴ Safety and Health Requirements Manual, U.S. Army Corps of Engineers, EM 385-1-1 (Washington, D.C., 1987), Section 3.

¹²⁵ Federal Acquisition Regulation, Vol. 2 (Washington, D.C. 1984), Art. 52.248-3.

expected life of the project.¹²⁶ If the Government accepts your proposal, you will share in the savings as described in the above named clause. Submission of proposals must be made in five (5) copies on the form shown in Appendix J, Value Engineering Change Proposal (VECP).

5. Incentive Awards. It is considered that encouragement and praise in the form of certificate awards will provide an incentive to meet contract deadlines and stimulate high performance, as well as improve contractor relationships and insure recognition of contractors, whether they be individuals or organizations, whose contract performance warrants recognition.¹²⁷ Under this program, recognition is restricted to contractors for noteworthy accomplishments in excess of contract requirements in one or a combination of the areas below:

1. Continued high standards of performance over a long period of time.
2. Speed of accomplishment.
3. Significant savings of money to the Government.
4. Cooperation beyond the terms of the contract to serve the convenience of the Navy and the Government.

A. Types of Awards.

1. Commander's Certificate of Commendation. This is the highest NAVFAC award that may be granted to a contractor. It is awarded to contractors who have performed on a contract in an

¹²⁶ ROICC Contract Administration Handbook, CHESNAVFACINCOMINST 43330.62C (Washington, D.C. 1984), p. 17.

¹²⁷ Ibid., p. 38.

outstanding manner. The Certificate is signed by the Commander, Naval Facilities Engineering Command.

2. Certificates of Appreciation. This award is granted to contractors who have performed on a contract in a meritorious manner. It is issued and signed by the Commanding Officer, Chesapeake Division, Naval Facilities Engineering Command.

6. Contract Compliance Notice. Hopefully, with good understanding and communication between the Government and the contractor, potential construction deficiencies will be avoided. However, if it becomes necessary, the Navy may issue a "Construction Contract Non Compliance Notice" as shown in Appendix V. This Notice is not considered routine. It is usually restricted to contract deficiencies that require correction before proceeding with new work and/or those deficiencies the contractor is reluctant to correct. This form is issued by the ROICC or his designated representative to the contractor's representative, usually the superintendent or CQC Representative, along with instructions for completing the Notice. The contractor is required to acknowledge receipt of the Notice by signing it, recording on it the corrective action taken, and returning one copy of it to the Government.

7. Fire Protection System Inspections. The Commander of the Chesapeake Division, Naval Facilities Engineering Command, assigns to the Fire Protection Engineering Branch (Code 408) the responsibility for inspecting, testing and recommending for approval all fire

protection installations and devices before acceptance by the Navy.¹²⁸ All shop drawings and literature pertaining to fire protection systems shall be forwarded via the ROICC to the Commander, Chesapeake Division, Naval Facilities Engineering Command (ATTN: Code 05) for review and approval by Code 4048.¹²⁹ Prior to starting the installation, verification should be made by the Con Rep that submitted detailed, working drawings and catalogs of equipment have been reviewed and approved by the Fire Protection Engineering Branch. The submittal should be checked to ensure approval has been granted. During installation of the fire protection system the Con Rep is responsible for inspecting the work to assure that the system is being installed in accordance with the approved drawings and descriptive literature. On CQC projects, the CQC Representative will perform routine inspections with the Con Rep. When the fire protection installation has been completed, the Con Rep shall witness a prefinal inspection and conduct a complete operational test of the entire system. Upon verification that the system functions properly, the contractor should submit, in writing, that the system has been tested and is ready for final inspection providing the dates and times to perform the final tests and inspections. Once the notice is received from the contractor, the ROICC will set up the final inspection and acceptance tests through the proper channels, and may request the

¹²⁸ Contractor's Handbook for Construction Contracts, LANTNAVFACENGCOM (Norfolk, VA., 1988), p. 28.

¹²⁹ ROICC Contract Administration Handbook, CHESNAVFACINCCOMINST 43330.62C (Washington, D.C. 1984), p. 18.

Con Rep to notify the contractor, his/her subcontractors and manufacturer's representative in writing.

The minimum personnel recommended to attend the final operational tests are:

1. Prime Contractor Representative.
2. CQC Representative on CQC projects.
3. Manufacturer Representative when required
4. Subcontractor, if applicable
5. CHESNAVFACENGCOM Fire Protection Engineer.
6. ROICC.
7. Construction Representative.
8. Fire Department Representative.
9. Representative of the using Activity.

8. Contractor Evaluation. Upon completion of the project, the ROICC will prepare a contractor performance evaluation based on performance elements of contractor quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The ROICC will advise the contractor prior to preparing an unsatisfactory performance evaluation to allow contractor's comments to be addressed in the ROICC evaluation.¹³⁰ Contractor awareness and compliance to contractor responsibilities should prevent unsatisfactory performance.

¹³⁰ Manual of Instructions to Contractors, SOUTHNAVFACENGCOM, P-150 (Draft Copy), (Charleston, S.C., 1988), p. 10-6

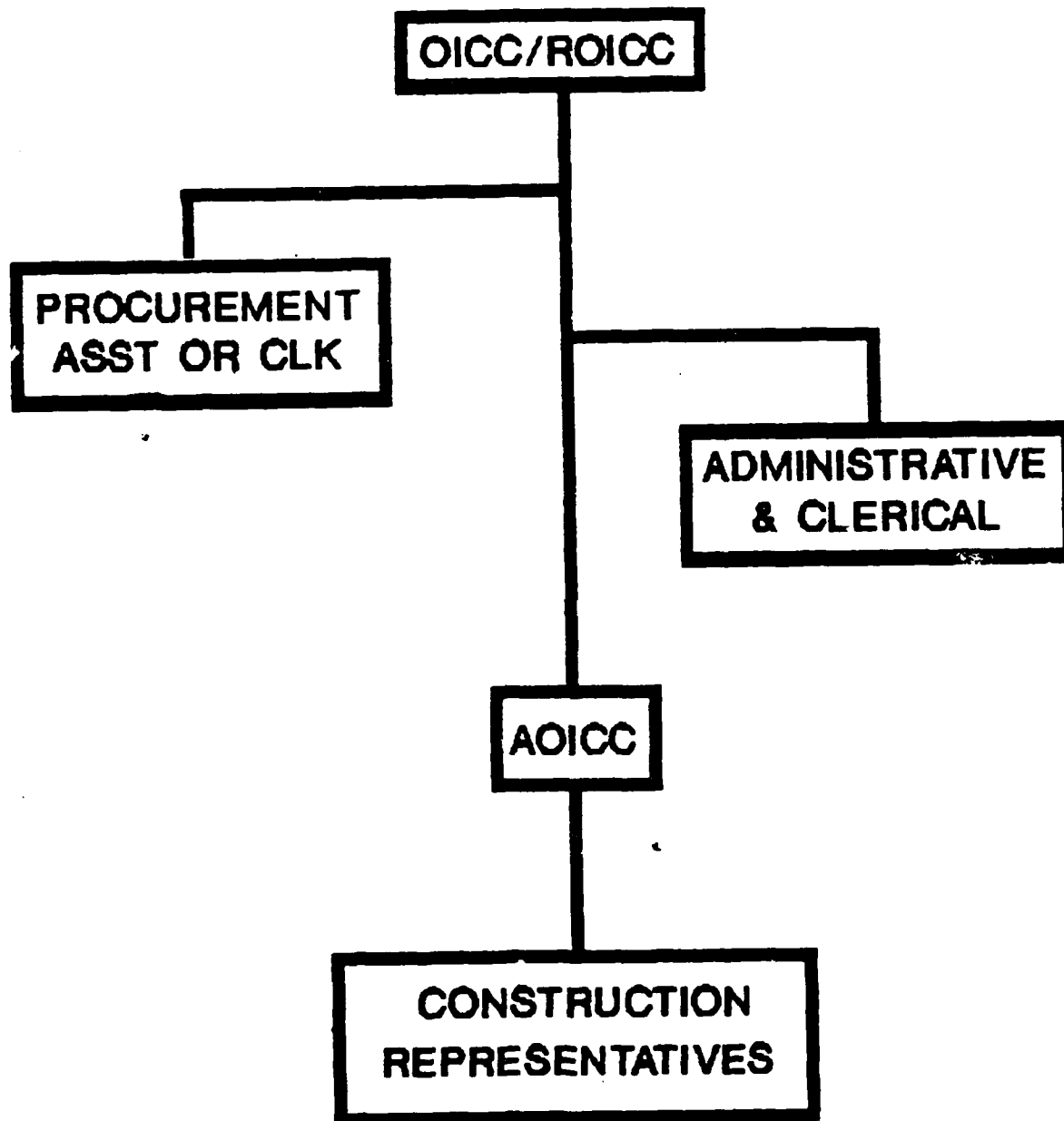
BIBLIOGRAPHY

- Construction Inspection Guide. NAVFACENGCOM P-456 4 vols.
Alexandria, VA., 1974
- Contracting Manual. NAVFACENGCOM P-68. Alexandria, VA., 1987
- Construction Quality Control Manual. NAVFACENGCOM P-445.
Alexandria, VA., 1975.
- Contractor's Handbook for Construction Contracts.
LANTNAVFACENGCOM Norfolk, VA , 1988
- Contract Labor Relations Manual. NAVFACENGCOM P-386.
Alexandria, VA., 1981.
- Defense Federal Acquisition Regulation Supplement. Washington,
D.C., 1988.
- Federal Acquisition Regulation. 2 vols. Washington, D.C., 1984. (U.S.
Department of Defense, General Services Administration,
National Aeronautics and Space Administration)
- Guideline for Implementation of the Contractor Quality Control (CQC)
Program. CHESNAVFACENGCOM. Washington, D.C., 1987.
- Manual of Instructions to Contractors. SOUTHNAVFACENGCOM P-150.
(Draft Copy), Charleston, S.C. 1988.
- Molineaux, Ian J.C. Manual of Instructions to Contractors.
SOUTHNAVFACENGCOM P-150. Charleston, S.C., 1980.
- ROICC Contract Administration Handbook. CHESNAVFACENGCOMINST
4330.62C. Washington, D.C., 1984.
- ROICC Handbook. SOUTHNAVFACENGCOM P-149. (Draft Copy),
Charleston, S.C., 1988.
- U.S. Army Corps of Engineers. Safety and Health Requirements
Manual. EM 385-1-1. Washington, D.C., 1987.

APPENDICES

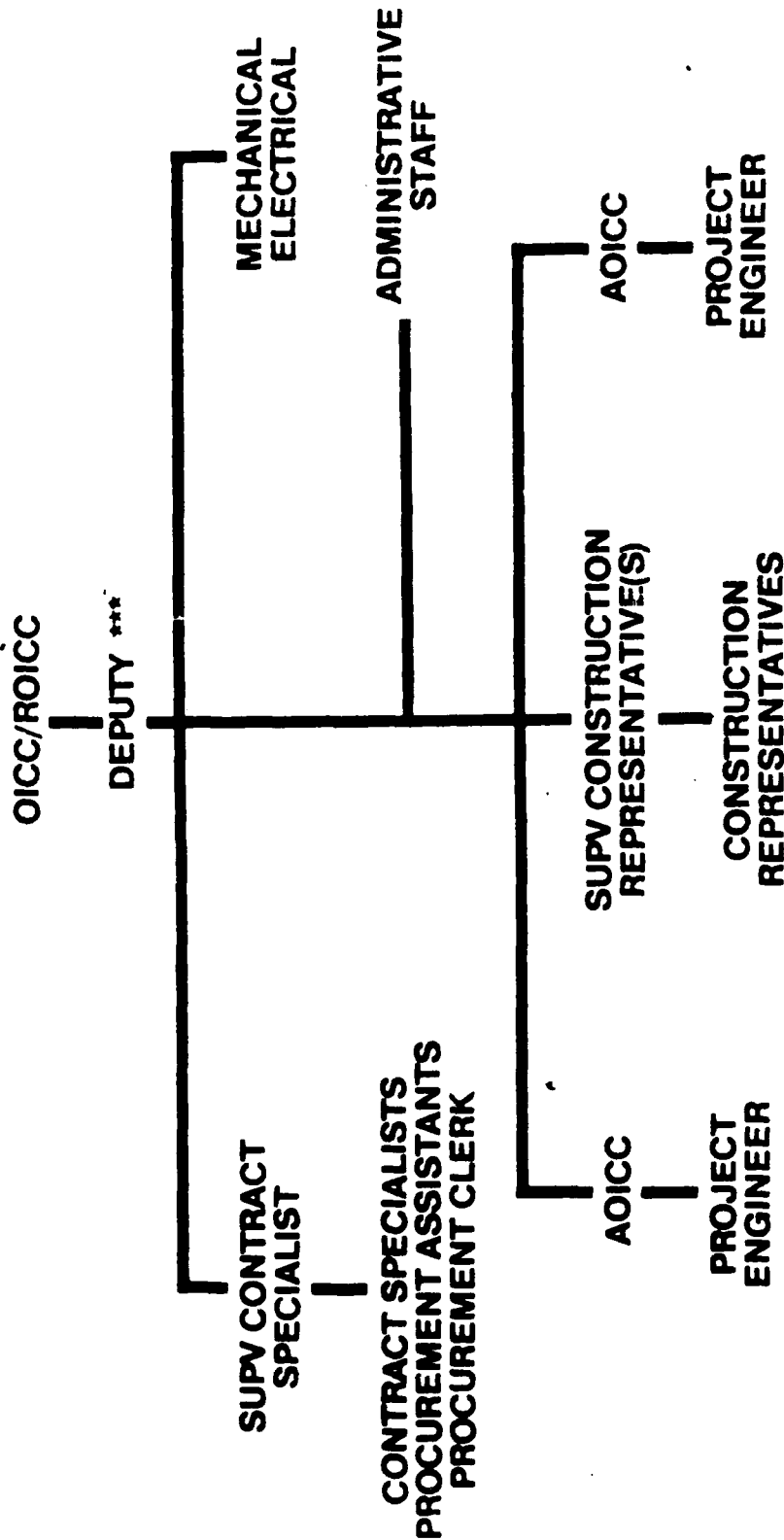
- A. Typical ROICC Contracts Office Organizational Charts (Jan 88)
- B. Performance and Payment Bonds-SF 25 and 25-A (10-83)
- C. Statement and Acknowledgement-SF 1413 (10-83)
- D. Daily Report to Inspector-NAVFAC 11013/10 (1-74)
- E. Contractor Quality Control (CQC) Checklist (12-87)
- F. CQC Daily Report (No Date)
- G. Department of Labor Wage Poster (Nov 83)
- H. Equal Employment Opportunity Commission Poster (1984)
- I. Statement of Compliance-DD Form 879 (Nov 68)
- J. Payroll Form WH-347 (1-68)
- K. Request for Authorization of Additional Classification and Rate-SF 1444 (10-87)
- L. Labor Standards Interview-SF 1445 (10-87)
- M. Sample CQC Submittal Status Log (No Date)
- N. Estimate for Change Order-NAVFAC 4330/43 (6-82)
- O. Sample Change Order Proposal (March 1988)
- P. Certificate of Current Cost or Pricing Data (No Date)
- Q. Schedule of Prices (Construction Contract)-NAVFAC 4330/4 (10-77)
- R. Naval Facilities Engineering Command, Contractor's Invoice-NAVFAC 7300/30 (10-81)
- S. Contractor's Release-NAVFAC 4330/7 (6-72)
- T. Value Engineering Change Proposal (VECP) (No Date)
- U. Checklist for Contract Completion (1988)
- V. Construction Contract Non Compliance Notice-NAVFAC 4330/36 (7-87)

CONSTRUCTION CONTRACT ADMINISTRATION
ELEMENT
SMALL FIELD CONTRACT OFFICE



(FROM NAVFAC P-445, JAN 88)

Construction Contract Administration Element Large/Medium Field Contract Office



***DEPUTY - MAY BE A MILITARY OR CIVILIAN WHO SERVES
AS RESIDENT ENGINEER AND/OR OFFICE MANAGER

PERFORMANCE BOND <i>(See instructions on reverse)</i>		DATE BOND EXECUTED (Must be same or later than date of contract)													
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION													
SURETY(IES) (Name(s) and business address(es))		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND															
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		CONTRACT DATE	CONTRACT NO.										
CONTRACT DATE	CONTRACT NO.														

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE,

The above obligation is void if the Principal —

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date

PRINCIPAL				
Signature(s)	1. _____	2. _____	Corporate Seal	
	(Seal)	(Seal)		
Name(s) & Title(s) (Typed)	1. _____	2. _____		
INDIVIDUAL SURETY(IES)				
Signature(s)	1. _____	2. _____		
	(Seal)	(Seal)		
Name(s) (Typed)	1. _____	2. _____		
CORPORATE SURETY(IES)				
SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____	2. _____	
	Name(s) & Title(s) (Typed)	1. _____	2. _____	

NSN 7540-01-152-8060
PREVIOUS EDITION USABLE

25-106

STANDARD FORM 25 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR 53.228 (b))

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
--------------	---	-------------------------	-------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 BACK (REV. 10-83)

PAYMENT BOND <i>(See instructions on reverse)</i>		<small>DATE BOND EXECUTED (Must be same or later than date of contract)</small>													
PRINCIPAL <i>(Legal name and business address)</i>		TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center; padding: 2px;">PENAL SUM OF BOND</th> </tr> <tr> <th style="padding: 2px;">MILLION(S)</th> <th style="padding: 2px;">THOUSAND(S)</th> <th style="padding: 2px;">HUNDRED(S)</th> <th style="padding: 2px;">CENTS</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"><small>CONTRACT DATE</small></div> <div style="width: 45%;"><small>CONTRACT NO.</small></div> </div>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND															
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS												

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a sub-contractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL			
Signature(s)	1.	2.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	
Name(s) & Title(s) <i>(Typed)</i>	1.	2.	

INDIVIDUAL SURETY(IES)			
Signature(s)	1.	2.	<i>(Seal)</i>
	<i>(Seal)</i>	<i>(Seal)</i>	
Name(s) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES)				
SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.	
	Name(s) & Title(s) <i>(Typed)</i>	1.	2.	

NSN 7540-01-152-8041
PREVIOUS EDITION USABLE

25-204

STANDARD FORM 25-A (REV. 10-83)
Prescribed by GSA
FAR (48 CFR 53.228(c))

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270 a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25-A BACK (REV. 10-63)

STATEMENT AND ACKNOWLEDGMENT			FORM APPROVED OMB NO. 3090-0119		
PART I - STATEMENT OF PRIME CONTRACTOR					
1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)			
<p>6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____</p> <p>to the subcontractor identified in Item 5, for the following work:</p>					
7. PROJECT		8. LOCATION			
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)		11. DATE SIGNED		
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR					
<p>12. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds </td> <td style="width: 50%; vertical-align: top;"> Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment </td> </tr> </table>				Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment
Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment				
13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY					
14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)		16. DATE SIGNED		

NSN 7540-01-151-4297
 1413-101

STANDARD FORM 1413 (10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.222(e)

Appendix D 1/4

CONSTRUCTION REPRESENTATIVE'S REPORT (CRR)

NAVFAC 11013/16 (REV. 1-74) S/N 0103-LF-002-3331

REPORT NAVFAC 11013 11

INSTRUCTIONS

Review CQC report and daily report to Inspector, verify by spot checking work in place or progress, equipment, and material delivered to site, observe testing procedures, review CQC Records

1. DATE

2. REPORT NO

3. CONTRACT NO

4. SHORT TITLE

5. PLACE

6. CONTRACTOR

7. SUPERINTENDENT

8. CQC REPRESENTATIVE

9. JOB SITE SURVEILLANCE AND/OR INSPECTION

(List work, material, equipment, testing observed)

ITEMS OBSERVED/INSPECTED

COMMENTS ON RESULTS OF SURVEILLANCE/INSPECTION

10. LIST OFF-SITE CONTRACTOR INSPECTION AND TESTING OBSERVED

11. COMMENT ON CQC DAILY REPORT (List areas of disagreements that cannot be resolved)

(Over)

12. JOB SAFETY (Uninspected hazards - list time occurrences)

13. INSTRUCTIONS GIVEN COC REPRESENTATIVE/SUPERINTENDENT (Follow up in writing)

14. DEFICIENCIES NOTED (Attach Contract Construction Compliance Notice, NAVFAC 4330/36)

15. REMARKS (Visitors, delays, problem areas, job progress, fires, field changes, change orders, adherence to CQC plan, CQC Records)

16. SIGNATURE OF CONSTRUCTION REPRESENTATIVE

CONTRACTOR QUALITY CONTROL CHECKLIST
CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
I. CQC PLAN (4)copies)	_____	_____
A. CQC representative and CQC staff qualifications	_____	_____
B. CQC representative appointment letter detailing authority, responsibilities and duties. This letter must include the authority to direct removal and replacement of any defective work.	_____	_____
C. CQC organization chart	_____	_____
D. List of names of the CQC staff including their authority, responsibilities and duties	_____	_____
E. List of outside testing labs employed by the contractor including scope of services to be provided	_____	_____
F. List of consulting firms employed by the contractor including scope of services to be provided.	_____	_____
G. Testing Log	_____	_____
H. CQC Daily Report Form	_____	_____
I. Testing Laboratory Approval		
1. Functional description of lab's organizational structure	_____	_____
2. List and resume of testing lab personnel	_____	_____
3. Affidavit of compliance with applicable that all lab work will be performed in accordance with contract technical specs.	_____	_____

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
4. List of inspection equipment corresponding to each test noted in the testing log and equipment calibration certificate	_____	_____
5. Certification from a nationally recognized agency (i.e. WACEL, CCRL, etc.)	_____	_____
6. Affidavits for special inspections must be submitted to the Contracting Officer before progress payments for the work are approved	_____	_____
J. Submittal Review Procedure including names of persons authorized to sign submittals for the contractor	_____	_____
K. Submittals status log	_____	_____
L. Procedure for handling variations from contract requirements i.e. why, where, warrants of compatibility and expense.	_____	_____
M. Specification matrix indicating who the authorized submittal reviewer, inspector, and testing lab personnel (both on site and factory) will be for each technical specification section	_____	_____
N. Inspection schedule keyed to the construction schedule that follows the order to the technical specification sections	_____	_____
O. Non-Compliance check-off list (deficiencies)	_____	_____
P. As-built drawing statement. One full-size set of marked contract drawings to be submitted to ROICC after completion of construction	_____	_____

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
II. INSPECTION SCHEDULE (must be keyed to to the construction schedule)	_____	_____
A. Preparatory inspection procedures	_____	_____
B. Initial inspection procedures	_____	_____
C. Follow-up inspection procedures	_____	_____
D. Special inspection and documentation procedures in the technical specification sections, if applicable	_____	_____
E. Specific statement in the CQC reports indicating that any designs and/or certifications for formwork, falsework, or erection procedures were inspected by a Professional Structural or Civil Engineer, if applicable	_____	_____
F. CQC scheduling procedures for off-site factory inspections. All factory inspections must be documented on the CQC report	_____	_____

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
III. INITIAL CQC MEETING		
A. Define Quality Control, Quality Assurance and Inspection	_____	_____
B. Schedule of future weekly or biweekly CQC meetings. The CQC representative and superintendent must be in attendance. CQC representative shall take minutes of meetings and forward three (3) copies to the ROICC office.	_____	_____
C. CQC representative certification Compliance statement on the CQC daily report	_____	_____
D. CQC representative test result certification statement	_____	_____
E. Preparatory work allowed prior to approval of the CQC plan is mobilization which includes surveying for location of contractor's offices, laydown areas, and temporary facilities plus installation of temporary facilities	_____	_____
F. Procedures for removal of a disqualified CQC representative at the request of the Contracting Officer	_____	_____
G. CQC representative shall be on site at all times during work progress	_____	_____
H. CQC representative must constantly update the Submittal Status Log	_____	_____

SPEC PARA AND/OR DRAWING NO	LOCATION AND DESCRIPTION OF DEFICIENCIES <i>(Materials, Equipment, Safety, and/or Workmanship) ACTION TAKEN OR TO BE TAKEN</i>			
DEFICIENCIES CORRECTED THIS DATE			REFERENCE	
			REPORT NO.	COMPLIANCE NOTICE NO
CONSTRUCTION AND PLANT EQUIPMENT LEFT ON JOB SITE UNTIL USE IS COMPLETED				
DESCRIPTION	DATE FIRST ON JOB <i>(First time only)</i>	HOURS WORKED THIS DATE	HOURS IDLED	DATE OF FINAL REMOVAL FROM JOB SITE
CONSTRUCTION AND PLANT EQUIPMENT NOT LEFT ON JOB SITE PERMANENTLY <i>(This will include pickup trucks and mobile mounted items, such as compressor, that are also used for transportation to and from the job)</i>				
DESCRIPTION		HOURS WORKED	HOURS IDLED	
REMARKS <i>(Include directions received from ROICC/AROICC, visitors, compliance notices received, errors and/or omission in P/S, pertinent information)</i>				
<p>On behalf of the contractor, I certify that this report is complete and correct and all equipment and material used and work performed during this reporting period are in compliance with the contract plans and specifications to the best of my knowledge except as noted above.</p>				
AUTHORIZED COC REP AT SITE			DATE	
CONSTRUCTION REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THIS REPORT				
CONSTRUCTION REPRESENTATIVE			DATE	

Back



NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week—whichever is greater. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration



Equal Employment Opportunity is... THE LAW

Private Employment, State and Local Government, Educational Institutions

Race, Color, Religion, Sex, National Origin

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

Applicants to and employees of most private employers, State and local governments and public or private educational institutions are protected. Employment agencies, labor unions and apprenticeship programs also are covered.

Age

The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees aged 40-70 from discrimination in hiring, promotion, discharge, pay, fringe benefits and other aspects of employment. The law covers most private employers, State and local governments, educational institutions, employment agencies and labor organizations.

Sex (wages)

In addition to the sex discrimination prohibited by Title VII of the Civil Rights Act (see above) The Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers most private employers, State and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

If you believe that you have been discriminated against under any of the above laws, you should immediately contact:



**The U.S. Equal Employment
Opportunity Commission**
2401 "E" Street, N.W.
Washington, D.C. 20507
or an EEOC District Office.
Listed in most telephone
directories under U.S. Government

Employers holding Federal contracts or subcontracts

Race, Color, Religion, Sex, National Origin

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Handicap

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified handicapped individuals who, with reasonable accommodation, can perform the functions of a job.

Vietnam Era and Disabled Veterans

Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the authorities above. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act or Section 402 of the Vietnam Era Veterans Readjustment Assistance Act should contact immediately:



**The Office of Federal
Contract Compliance
Programs (OFCCP)
Employment Standards
Administration**

U.S. Department of Labor
800 Constitution Avenue, N.W.
Washington, D.C. 20210
or an OFCCP regional or area office,
listed in most telephone directories
under U.S. Government, Department of
Labor.

Programs or activities receiving Federal financial assistance

Handicap

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who, with reasonable accommodation, can perform the essential functions of a job.

Race, Color, National Origin

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

If you believe you have been discriminated against in a program which receives Federal assistance, you should immediately contact the Federal agency providing such assistance.

**Don't
Forget...
Equal
Employment
Opportunity
is the Law!**

STATEMENT OF COMPLIANCE

PAYROLL NUMBER

PAYROLL PAYMENT DATE

CONTRACT NUMBER

Date _____

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or subcontractor)
on the _____; that during the payroll period commencing on the _____ day of _____
(Building or work), 19 _____ and ending the _____ day of _____, 19 _____, all persons
employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or in-
directly to or on behalf of said _____ from the full weekly wages earned by any person
(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible de-
ductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the
wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination
incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a
State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments
of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employ-
ees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not
less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the
contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

Appendix I 1/2

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.
See Section 1001 of Title 16 and Section 231 of Title 31 of the United States Code.

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

CONTRACTORS WHO PAY ALL REQUIRED FRINGE BENEFITS:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

CONTRACTORS WHO PAY NO FRINGE BENEFITS:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

USE OF SECTION 4(c), EXCEPTIONS:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

[illegible]

Date _____

I, _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____ (Building or work) _____; that during the payroll period commencing on the _____ day of _____ 19____ and ending the _____ day of _____ 19____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full _____ (Contractor or subcontractor).

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 276c), and described below:

(2) That any payments otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ --In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the

contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ --Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE

THE WHOLY FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR TO PENALTIES PROVIDED FOR IN SECTION 8(a) OF THE FEDERAL ACQUISITION REGULATION ACT, SECTION 731 OF TITLE 31 OF THE UNITED STATES CODE.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE				
FORM APPROVED OMB NO. 5000-0089				
CHECK APPROPRIATE BOX <input type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> CONSTRUCTION CONTRACT				
NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 18 AND SUBMIT THE REQUEST IN QUADRUPPLICATE TO THE CONTRACTING OFFICER				
1 TO: ADMINISTRATOR Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210			2 FROM: (REPORTING OFFICE)	
3 CONTRACTOR			4 DATE OF REQUEST	
5 CONTRACT NUMBER	6 DATE BID OPENED (SEALED BIDDING)	7 DATE OF AWARD	8 DATE CONTRACT WORK STARTED	9 DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
10 SUBCONTRACTOR (IF ANY)				
11 PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)				
12 LOCATION (CITY, COUNTY AND STATE)				
13 IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION				
NUMBER		DATED		
a. LIST IN ORDER PROPOSED CLASSIFICATION TITLE(S), JOB DESCRIPTION(S), DUTIES AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)		b. WAGE RATE(S)		c. FRINGE BENEFITS PAYMENTS
(Use reverse or attach additional sheets, if necessary)				
14 SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)		15 SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE		
16 SIGNATURE OF EMPLOYEE OR REPRESENTATIVE		TITLE	CHECK APPROPRIATE BOX—REFERENCING BLOCK 13 <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE	
TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE—SEE FAR 22.1019 (SCA) OR FAR 22.408-3 (DBA))				
<input type="checkbox"/> THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED. <input type="checkbox"/> THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED. (Send copies 1, 2, and 3 to Department of Labor)				
SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE		TITLE AND COMMERCIAL TELEPHONE NO.		DATE SUBMITTED
NSN 7540-01-268-0831		DEPARTMENT OF LABOR GPO 1987 200-486 (m)		STANDARD FORM 1444 (10-87) Prescribed by GSA FAR (48 CFR) 53.222(f) 1444-101

LABOR STANDARDS INTERVIEW				FORM APPROVED OMB NO. 9000-0089	
CONTRACT NUMBER		EMPLOYEE'S NAME (Last, First, M.I.)			
NAME OF PRIME CONTRACTOR		EMPLOYEE'S ADDRESS (Street, City, State, ZIP Code)			
NAME OF EMPLOYER		WORK CLASSIFICATION		WAGE RATE	
		SUPERVISOR'S NAME (Last, First, M.I.)			
					(Check Below)
DO YOU WORK OVER 8 HOURS PER DAY?					YES NO
DO YOU WORK OVER 40 HOURS PER WEEK?					
ARE YOU PAID AT LEAST TIME AND A HALF FOR OVERTIME HOURS?					
ARE YOU RECEIVING ANY CASH PAYMENTS FOR FRINGE BENEFITS REQUIRED BY THE POSTED WAGE DETERMINATION DECISION?					
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?					
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?					
HOURS		WHAT DATE (YYMMDD) WAS THAT?			
WHAT TOOLS DO YOU USE?					
WHEN DID YOU BEGIN WORK ON THIS PROJECT (YYMMDD)?					
I HAVE READ THE ABOVE AND CERTIFY IT TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.					
EMPLOYEE'S SIGNATURE				DATE (YYMMDD)	
INTERVIEWER'S SIGNATURE				DATE (YYMMDD)	
INTERVIEWER'S COMMENTS					
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED					
IS EMPLOYEE PROPERLY CLASSIFIED AND PAID? (If additional space is needed, use comments section)					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
ARE WAGE RATES AND POSTERS DISPLAYED?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
FOR USE BY PAYROLL CHECKER					
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
COMMENTS					
DATE OF CHECK (YYMMDD)		NAME OF CHECKER (Last, First, M.I.)		JOB TITLE	
				SIGNATURE	

"SEE INSTRUCTIONS ON REVERSE BEFORE FILLING IN"

PAGE 30

INSTRUCTIONS

1. This form may be used by the Contractor for listing all material submittals that require action by either the contractor or the government.
2. Column (a) through (e) should be completed by the contractor and must include all submissions that are required by the specifications. This partially completed form then becomes the submittal log portion of the CQC Plan.
3. As submittals are received and processed, the remaining columns are to be completed by the contractor.
4. In those instances where the contractor has approved the submittal under his contract responsibility, there may be a dual Action Code indicated under column (f); e.g., "A/E", indicating approved as submitted and forwarded to the ROICC for record purpose.
5. In column (f) for those items requiring ROICC action (Action Code "D"), the reason for forwarding to the ROICC should be entered in the column (f), the Remarks column; e.g., gov't approval required; waiver requested because of variance substitution, etc.
6. Where no government action is required (for contractor review/approval items), there need be no entry in columns (h) and (i).
7. Column (j) is completed when material or equipment is delivered to the project. Column (k) is completed only after verification that the delivered item is that represented by the approved submittal.

ACTION CODE: To be used when completing columns (f) and (h)

- | | |
|---------------------------|--|
| A - Approved as submitted | D - Forwarded to ROICC for action |
| B - Approved as noted | E - Forwarded in ROICC for record purposes |
| C - Disapproved | |

ESTIMATE FOR CHANGE ORDER (Less than \$500,000)

19 MAR 1964

NAVFAC 4330/43 (6/82)

CONTRACT #	CONTRACT TITLE	DATE
CHANGE DESCRIPTION		

PRIME CONTRACTOR'S WORK		REVISION
1. LABOR		
2. FRINGE BENEFITS		
3. MATERIAL (incl. sales tax)		
4. RENTAL EQUIPMENT (incl. sales tax)		
5. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT		
6. SUB-TOTAL (1 + 2 + 3 + 4 + 5)		
7. FIELD OVERHEAD (10% of line 6)		
8. LIABILITY & COMPENSATION INS. (% of line 1)		
9. SUB-TOTAL (6 + 7 + 8)		
10. HOME OFFICE OVERHEAD (3% of line 9)		
11. EQUIPMENT OWNERSHIP EXPENSE		
12. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 1)		
13. SUB-TOTAL (9 + 10 + 11 + 12)		
REMARKS		

SUB-CONTRACTOR'S WORK		REVISION
14. LABOR		
15. FRINGE BENEFITS		
16. MATERIAL (incl. sales tax)		
17. RENTAL EQUIPMENT (incl. sales tax)		
18. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT		
19. SUB-TOTAL (14 + 15 + 16 + 17 + 18)		
20. FIELD OVERHEAD (10% of line 19)		
21. LIABILITY & COMPENSATION INS. (% of line 14)		
22. SUB-TOTAL (19 + 20 + 21)		
23. HOME OFFICE OVERHEAD (3% of line 22)		
24. EQUIPMENT OWNERSHIP EXPENSE		
25. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 14)		
26. SUB-TOTAL (22 + 23 + 24 + 25)		
27. PROFIT (6% of line 26)		
28. SUB-TOTAL (26 + 27)		
REMARKS		

SUMMARY		REVISION
29. PRIME CONTRACTOR'S WORK (from line 13)		
30. SUB-CONTRACTOR'S WORK (from line 28)		
31. PRIME CONTRACTOR'S OVERHEAD ON SUB-CONTRACT WORK (5% of line 30)		
32. SUB-TOTAL (29 + 30 + 31)		
33. PRIME CONTRACTOR'S PROFIT (6% of line 32)		
34. SUB-TOTAL (32 + 33)		
35. PRIME CONTRACT BOND PREMIUM (% of line 34, actual)		
36. TOTAL COST (34 + 35)		
ESTIMATED TIME EXTENSION AND JUSTIFICATION		
CALENDAR DAYS		

PRIME CONTRACTOR'S NAME

SIGNATURE AND OFFICIAL TITLE

Appendix N 1/2

ESTIMATE FOR CHANGE ORDER (Less than \$500,000)

NAVFAC 4330/43 (8/82) S/N 0106-LF-003-3430

CONTRACT # CONTRACT TITLE

N62467-87-C-0000 NAS Anywhere

DATE

29 MAR 88

CHANGE DESCRIPTION

Additional framing for kitchen walls. Replace 4 electric power poles

PRIME CONTRACTOR'S WORK

REVISIONS

1. LABOR	113.20		
2. FRINGE BENEFITS (indicate percent & benefit, eg Health 15%)	16.98		
3. MATERIAL (incl. sales tax)	184.00		
4. RENTAL EQUIPMENT (incl. sales tax)	0		
5. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT	0		
6. SUB-TOTAL (1 + 2 + 3 + 4 + 5)		314.18	
7. FIELD OVERHEAD (10% of line 6)	31.42		
8. LIABILITY & COMPENSATION INS. (% of line 1)	10.19		
9. SUB-TOTAL (6 + 7 + 8)		355.79	
10. HOME OFFICE OVERHEAD (3% of line 9)	10.67		
11. EQUIPMENT OWNERSHIP EXPENSE	0		
12. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 1)	12.45		
13. SUB-TOTAL (9 + 10 + 11 + 12)		378.91	

REMARKS

SUB-CONTRACTOR'S WORK

14. LABOR	216.95		
15. FRINGE BENEFITS (indicate percent & benefit) eg Health 14%	30.37		
16. MATERIAL (incl. sales tax)	467.85		
17. RENTAL EQUIPMENT (incl. sales tax)	30.00		
18. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT	0		
19. SUB-TOTAL (14 + 15 + 16 + 17 + 18)		715.17	
20. FIELD OVERHEAD (10% of line 19)	71.52		
21. LIABILITY & COMPENSATION INS. (% of line 14)	26.03		
22. SUB-TOTAL (19 + 20 + 21)		812.72	
23. HOME OFFICE OVERHEAD (3% of line 22)	24.38		
24. EQUIPMENT OWNERSHIP EXPENSE	0		
25. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 14)	23.86		
26. SUB-TOTAL (22 + 23 + 24 + 25)		860.96	
27. PROFIT (6% of line 26)	51.66		
28. SUB-TOTAL (26 + 27)		912.62	

REMARKS

SUMMARY

29. PRIME CONTRACTOR'S WORK (from line 13)	378.91		
30. SUB-CONTRACTOR'S WORK (from line 28)	912.62		
31. PRIME CONTRACTOR'S OVERHEAD ON SUB-CONTRACT WORK (5% of line 30)	45.63		
32. SUB-TOTAL (29 + 30 + 31)		1337.16	
33. PRIME CONTRACTOR'S PROFIT (6% of line 32) (use weighted guidelines)	80.23		
34. SUB-TOTAL (32 + 33)		1417.39	
35. PRIME CONTRACT BOND PREMIUM (% of line 34, actual)	14.17		
36. TOTAL COST (34 + 35)		1431.56	

ESTIMATED TIME EXTENSION AND JUSTIFICATION

CALENDAR DAYS

Time extension of 6 days recommended as other contract work nearly complete and time needed to order material and schedule work.

PRIME CONTRACTOR'S NAME

SIGNATURE AND OFFICIAL TITLE

INSTRUCTIONS FOR PREPARING CHANGE ORDER PROPOSALS

All change order proposals shall be made in letter form addressed to the Officer in Charge of Construction via the Resident Officer in Charge of Construction at the site. Such requests must clearly state the conditions and scope of the change and shall be accompanied by a breakdown of cost prepared in accordance with the following sample forms. The work should first be broken down into applicable items for the various classes of work under each branch of work involved in the change, similarly to below. Lump sum items will not be accepted in either the prime or subcontractor's breakdown. The cost for labor, material, and equipment rental for each item shall be shown as indicated below. The totals should then be transferred to the proper space on the reverse side depending upon whether the prime contractor has the work partially done by subcontractors or whether the prime contractor does the work with his own forces. The letter should also include a request for an extension of time, in calendar days, if any is required, in order to complete the work covered by the proposed change. The contractor shall not proceed with any of the work included in the change prior to receipt of a formal notice to proceed. Any special cost not covered by form should be included in cover letter.

BREAKDOWN ESTIMATE OF DIRECT COSTS

(To be used by Prime Contractors and other Sub-Contractors)

ITEM NO	ITEM OF WORK	NO. OF UNITS	EQUIP. Excludes Operating Equip			MATERIAL		LABOR		TOTAL	
			EQUIP. DAYS	RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	COST	COST
1.	PRIME CONTRACTORS WORK										
	Additional cost of wall framing for walls at baths & kitchenette due to inadequate clearance										
	MATERIAL:										
	frame lumber, fire retardant nails	1 MBF 25 lbs				180.00 .16	180.00 4.00			180.00 4.00	
	LABOR:										
	Carpenter Foreman	4 hrs						4.10	16.40	16.40	
2.	Carpenter	14 hrs						4.40	61.60	61.60	
	Laborers	16 hrs						2.20	35.20	35.20	
	SUB-TOTAL						184.00		113.20	297.20	
	SUBCONTRACTORS WORK										
	MATERIAL & LABOR:										
	Poles, class 4, 45ft	5 ea				54.30	271.50	25.00	125.00	396.50	
	Crossarms	15 ea				6.00	90.00	3.00	45.00	135.00	
	Insulators	15 ea				2.09	31.35	1.13	16.95	48.30	
	Guys	5 ea				15.00	75.00	6.00	30.00	105.00	
	EQUIPMENT RENTAL:										
	Power shovel	1 ea	2	15.00	30.00					30.00	
	SUB-TOTAL				30.00		467.85		216.95	714.80	
	TOTAL				30.00		651.85		330.15	1,012.00	

HAFFACBSCB 4380-28 (Rev. 10/79 B-4)

CERTIFICATE OF CURRENT COST OR
PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ are accurate, complete, and current as of _____. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

NAVAL FACILITIES ENGINEERING COMMAND
CONTRACTOR'S INVOICE

1 9 MAR 1984

INVOICE DATE _____

INVOICE NUMBER _____

FROM:

TO: Officer in Charge of Construction

VIA: Resident Officer in Charge of Construction

1. Below is a Statement of Performance under Contract _____ at (Station) _____

The enclosure provides breakdown of this statement of performance.

A. Total value of contract through change	_____	\$ _____
B. Percentage of performance complete	_____	_____ %
C. Value of completed performance	_____	\$ _____
D. Less: Total of prior invoices	_____	\$ _____
E. Amount of this invoice	_____	\$ _____

Signature and Title _____

FIRST ENDORSEMENT

Date _____

FROM: ROICC _____

TO: _____

1. Payment is recommended as follows:

A. Amount of work completed to	_____	\$ _____
B. Less:		
Retention	\$ _____	
Other deductions	\$ _____	\$ _____
C. Sub-total		\$ _____
D. Less previous payments		\$ _____
E. Recommended amount for _____ payment.		\$ _____

2. Elapsed contract time _____ %

3.

Signature and Title _____

¹ROICC

Pursuant to authority vested in me, I certify that this invoice is correct and proper for payment.

Date _____ Signature and Title _____

¹Authorized Certifying Officer

ACRN	APPN/SUBHEAD	OC	BCN	SA	AAA	TT	PAA	COST CODE	AMOUNT
------	--------------	----	-----	----	-----	----	-----	-----------	--------

Appendix R 1/1

1 9 MAR

CONTRACTOR'S RELEASE UNDER CONTRACT _____

KNOW ALL MEN BY THESE PRESENTS: In consideration of the pre-mise and the sum of _____

lawful money of the United States of America (hereinafter called the "Government") _____

of which has already been paid and _____

_____ of which is to be paid
by the Government under the above-mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____ 19 _____

WITNESSES:

(Contractor)

BY: _____

TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Copy available to DTIC does not
permit fully legible reproduction

Appendix S 1/1

18 April 1985

VALUE ENGINEERING CHANGE PROPOSAL
(Rev. 3-85)

APPROVED

DISAPPROVED

CONTRACTOR SUMMARY SUBMITTAL	
FROM	DATE
TO	V&E NO.
SUBJECT	CONTRACT NUMBER
LOCATION	

SUMMARY OF CHANGE (Description - Compare advantages and disadvantages)	
BEFORE (Think, when applicable)	AFTER

ESTIMATED COST SUMMARY

Estimate costs per change provisions contained in the General Clauses of the contract. Attach Estimate for Change Order Form NAVFAC 4330/43 (6/82) for detailed estimate of "BEFORE" or "AFTER" condition for the change proposal.

DESCRIPTION	NO. OF UNITS (where applicable)	UNIT COST (where applicable)	TOTAL (summary)
A. Original (estimate of cost "BEFORE" change proposed)			
B. Proposed (estimate of cost "AFTER" change proposed)			
C. Gross Savings (difference between A & B)			
D. Contractor Implementation Cost (if applicable)			
E. Instant Contract Savings (C - D)			
F. Government Implementation Cost (if applicable)			
G. Construction Price Reduction (0.45E) - (0.55F)			
H. Government Savings (G - F)			
I. Items to be computed by Value Engineer			

Copy available to DTIC does not
permit fully legible reproduction

(OVER)

INFORMATION REQUIRED OF THE CONTRACTOR		YES	NO
If answer to any of the following questions is "YES", explain in remarks below.			
1. Does this proposed change affect the time of completion of the contract as stated in the General Clauses?			
2. Has the Contractor submitted this proposed change previously to this office or any other Government Agency?			
3. Does this change affect other costs to the Government, such as Government-furnished property or costs of contract-related items?			
4. Does this proposed change increase the maintenance or operation costs of original or proposed items?			
5. Is a subcontractor involved in this proposed change to the original contract?			
6. Does the Contractor intend to restrict the Government's right to use any data described in this proposed change?			
7. Does this proposed change involve use of proprietary materials?			

CHANGES AND/OR REVISIONS TO DRAWINGS AND SPECIFICATIONS

Attach applicable contract drawings and specifications, including Contractor's or shop drawings or literature with all changes marked on the drawings and specifications.

REMARKS

DATE BY WHICH CHANGE ORDER MUST BE ISSUED SO AS TO OBTAIN <u>MAXIMUM COST REDUCTION</u>			
DATE REC'D BY GOVERNMENT	GOVERNMENT REPRESENTATIVE	CONTRACTOR'S REPRESENTATIVE	VALUE ENGINEER (CODE 04B)

Title Block Items - Self Explanatory.

Weather/Weather Effects-In addition to indicating weather conditions, ensure that the effects on the work are recorded.

Contractor/Subcontractor Work force - It is recommended that various operations be shown separately and that each grouping be marked to show whether the forces are employed by the prime contractor or a subcontractor.

Location and Description of Work - Enough information should be entered in this column to permit comprehension of what is happening on the job without visiting the site. Refer to specs or drawings, whenever a more precise description of the work is required.

Lost time Accident - Self Explanatory.

Inspections and Testing Performed - As a minimum, the contractor should address inspections such as preparatory, initial, and follow-up phases. Every test required by the specification must be performed and the results noted. When test results cannot be completed by the time the report is submitted, they should be submitted with a subsequent report and cross referenced to the date that tests were made.

Equipment/Material Received - This item refers to equipment and material that will be incorporated into the job. Submittal number of certification, approval date, with appropriate specification paragraph or drawing number, will permit easier quality assurance by the CONREP. The contractor shall address proper storage.

Location and Description of Deficiencies - List deficiencies, description, location and specification paragraph or drawing as reference. Indicate necessary action to be taken for compliance. However, it is not necessary for the CQC REP to document each separate action taken to ensure the quality of the work.

Deficiencies Corrected - List deficiencies corrected with appropriate cross reference to originating CQC report or compliance notice.

Construction and Plant Equipment Left Onsite - Insure that construction equipment left on the job site is listed. Hours idle are to be reported only when they are at the Government's convenience or direction.

Construction Plant Equipment Not Left Onsite - Self-Explanatory

Remarks - Self-Explanatory.

Certification - Must be signed and dated. Do not accept a stamped signature. If subcontractor CQC Reports are used, the CQC REP should date and sign the attachments.

Contractor's Handbook for Construction Contracts
CHESNAVFACENGCOM

Checklist

Before the Work begins:

- ____ Schedule and Attend Pre Construction Conference (p.8)
- ____ Notify ROICC of Intended Start Date (p. 8)
- ____ Notify ROICC of Work to be Completed by Contractor (p. 12)
- ____ Include Required Clauses in All Subcontracts (p. 12)
- ____ Submit Plan for Small Business Subcontracting (p. 13)
- ____ Submit List of Subcontractors (p. 12)
- ____ Designate On Site Representative in Writing (p. 11)
- ____ Submit Performance and Payment Bonds (p. 9)
- ____ Submit Certificate of Mandatory Insurance Coverage (p. 10)
- ____ Submit Safety Plan (p. 10, 23)
- ____ Meet with ROICC to Discuss Safety Plan (p. 10, 23)
- ____ Submit CQC Plan If Applicable (p. 19)
- ____ Meet with ROICC to Discuss CQC Plan (p. 19)
- ____ Meet with ROICC to Discuss Environmental Prot. Plan (p. 10)
- ____ Submit Environmental Protection Plan (p. 10, 26)
- ____ Submit Medical Emergency Information (p. 13)
- ____ Check Drawings for Errors or Omissions (p. 66)
- ____ Obtain Licenses and Permits (p. 10)
- ____ Arrange for Sanitary Facilities (p. 66)

At the Start of Work:

- ____ Post Davis-Bacon Wage Rates and Poster (p. 31)
- ____ Post Equal Employment Opportunity Poster (p. 35)
- ____ Post Medical Emergency Information (p. 21)
- ____ Submit Proposed Work Schedule (p. 21)
- ____ Obtain Additional Work Classifications and Rates (p. 21)
- ____ Obtain Employee Passes (p. 16)
- ____ Verification of US Citizenship When Required (p. 17)
- ____ Obtain Vehicle Passes (p. 17)
- ____ Submit Schedule of Prices (p. 55)
- ____ Make Material Submittals (p. 38)
 - ____ Samples (p. 40)
 - ____ Shop Drawings and Catalog Cuts (p. 41)
 - ____ Manufacturer's Certificates (p. 42)
- ____ Request Factory Inspection and Submit Purchase Orders (p. 42)

- _____Instruct Suppliers on Proper Delivery Procedures (p. 45)
- _____Arrange for Receipt of Deliveries (p. 45)
- _____Arrange Clearance for Floating Equipment (p. 47)
- _____Prepare Storm Protection Plan (p. 26)

Throughout the Work:

- _____Properly Address and Identify All Correspondence (p. 6)
- _____Keep Contract Documents at Job Site (p. 7)
- _____Resolve Conflicts in Contract Documents (p. 7)
- _____Update Plans for Record Drawings (p. 62)
- _____Submit Questions to ROICC ONLY (p. 7)
- _____Obtain All Changes in Writing (p. 6, 50)
- _____Request Permission for Work Outside Regular Hours (p. 22)
- _____Comply With OSHA Regulations (p. 24)
- _____Maintain Job Site Cleanliness and Safety (p. 25)
- _____Protect Material and Work in Place and On Site (p. 47)
- _____Protect Trees and Shrubs (p. 26)
- _____Obtain Permission to Remove Trees or Use as Anchorage (p. 26)
- _____Advise Employees of Vehicle Safety Policy (p. 25)
- _____Request Utilities Outages (p. 65)
- _____Obtain Property Passes (p. 47)
- _____Comply With Affirmative Action Clauses (p. 35)
- _____Pay Employees Weekly (p. 32)
- _____Pay Davis-Bacon Wage Rates (p. 30)
- _____Pay Overtime Rates (p. 32)
- _____Payroll Deductions Comply With Copeland Regulations (p. 29)
- _____Fringe Benefits Comply With Davis-Bacon (p. 33)
- _____Arrange to Have ROICC Rep Witness Payday if in Cash (p. 33)
- _____Submit Copies of Payrolls (p. 28)
- _____Submit Statement of Compliance (p. 29)
- _____Provide Proof of Apprentice/Trainee Registration (p. 34)
- _____Allow Government of Conduct Labor Standard Interviews (p. 34)
- _____Submit Reports on Equal Employment to DOL (p. 36)
- _____Notify Government of Labor Disputes and Settlements (p. 37)
- _____Contact ROICC for Assistance in Expediting Material (p. 43)
- _____Return Employee Passes (p. 18)
- _____Submit Daily Reports (p. 19, 20)
- _____Note Corr. Action on Non Compliance Notice/Ret. to ROICC (p. 68)
- _____Submit Accident Reports (p. 24)
- _____Submit Cost/Time Proposals on All Change Orders (p. 49, 50, 54)
- _____Obtain Bond Extension on Change Orders (p. 54)

- ____Mark Modification Proposals for Privacy of Information (p. 53)
- ____Authorize Change Order Negotiator to Make Final Dec. (p. 49)
- ____Use Government Form for Payment Invoice (p. 58)
- ____Update Work Schedule for Progress Payment (p. 58)

As Necessary:

- ____Implement Heavy Weather Conditions (p. 26)
- ____Submit Value Engineering Change Proposals (p. 66)

At The Completion of the Work:

- ____Arrange for Pre Final and Final Inspections (p. 60, 61)
- ____Deliver Record Drawings to ROICC (p. 62)
- ____Deliver O and M Manuals to ROICC (p. 63)
- ____Maintain Payroll Records for Three Years (p. 30)

CONSTRUCTION CONTRACT NON-COMPLIANCE
NOTICE
NAVFAC 4330/36 (REV. 7-87)

This is prepared on
CARBONLESS paper. Tear
off a complete set
BEFORE filling in.
See additional
instructions on
reverse side.

1. CONTRACTOR/RESPONSIBLE INDIVIDUAL

2. CONTRACT NUMBER PROJECT AND ACTIVITY

5. SPEC PARA AND/OR DRAWING NUMBER

7. DEFICIENCY IN WORKMANSHIP AND
MATERIAL - REPLY DATE

3. NOTICE NUMBER

4. DATE

6. REFERENCE/SHOP
DRAWING CERT.
REPT NO.

8. CORRECTIVE ACTION
ACCOMPLISHED

This notice does NOT authorize
any work not included in the
contract and shall not constitute
a basis for additional
payment or time.

If you are in disagreement with
this Notice, contact the Resident
Officer in Charge of Construction
immediately.

9A. NAVY CONSTRUCTION REP

DATE NOTED SIGNATURE AND TITLE

9B. ROICC/AROICC

DATE ISSUED SIGNATURE AND TITLE

10. CONTRACTOR'S ACKNOWLEDGE-
MENT

DATE RECD SIGNATURE AND TITLE

S/N 0105-LF-003-3182

INSTRUCTIONS

General

This form is applicable to construction contracts accomplished under the cognizance of the Commander, Naval Facilities Engineering Command.

Distribution of completed form

- o Superintendent or CQC Representative (White)(Original and first Copy)
- o Contractor's home office (Pink)
- o ROICC designated representative (Blue)
- o ROICC Office (Yellow)

Item No. 1, Contractor/Responsible Individual

Individual responsible - superintendent, foreman, or subforeman

Item No. 3, Notice Number

Number consecutively for each job with only ONE DEFICIENCY noted.

Item No. 7, Deficiency in workmanship and/or material - reply date

Briefly describe the deficiency and include the date that RETURN of white copy with Item No. 8 completed to the OICC/ROICC is required.

Item No. 10, Contractor's acknowledgement

For Completion by contractor as appropriate. If this is a CQC job, indicate corrective action on daily CQC report and post in the non-compliance check-off list.

III. Conclusion

Many Government Contract Administrators estimate that it takes between 4% and 8% of the contract price to pay for Government administrative costs. Granted, it does take additional monies in the administration area to complete a Government project, however, regardless of whether or not the percentage is correct, the procedures outlined in this handbook are provided to reduce these costs and also the headaches a contractor goes through accomplishing a Navy project. If a contractor can be made aware beforehand of the requirements, he/she can plan on how to complete them early on and avoid costly problems later as the project progresses toward completion.

APPENDIX A

5316 SW 88 Court
Gainesville, Fl. 32608
30 June 88

Captain S. A. Martinelli
Commanding Officer
Chesapeake Division
Naval Facilities Engineering Command
Washington Navy Yard
Washington, D.C. 20374

Dear Captain Martinelli,

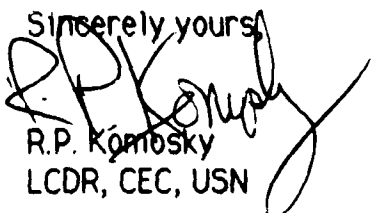
As discussed with Mr. J Garner, 05, today, I am looking forward to rewriting the outdated edition of Manual of Instruction to Contractors, in partial fulfillment of the program requirements for my Masters Degree here at the University of Florida. The rewriting of the manual will eliminate the requirement for your staff to do it, bring the contractors working in the CHESDIV region up to speed on Navy construction contracts, and give me a chance to do some practical research. I plan on completing the manual by 15 August 88 in time for your Construction, Contracts, and Legal Branch reviews prior to my Graduate School submission, 30 Aug 88.

In order to accomplish this, request copies of the following publications and any others you may think necessary. If the documents cannot be supplied from CHESDIV, it would help if you could give me a source address where they are available.

1. NAVFAC P-68
2. FAR
3. Current Contract General Provisions
4. Pertinent CHESDIVINSTs
5. Safety Manual
6. Pertinent SECNAVINSTs
7. Current CHESDIV Manual of Instruction to Contractors

If there are any other source documents or particular sections of the manual you feel need attention, please let me know.

Sincerely yours,


R.P. Komosky
LCDR, CEC, USN

APPENDIX B

U.S. Naval Medical Command
European Region
United Kingdom, London, England
Box 22, FPO N.Y. 09553-3100
2 September 88

Captain S. A. Martinelli
Commanding Officer
Chesapeake Division
Naval Facilities Engineering Command
Washington Navy Yard
Washington, D.C. 20374

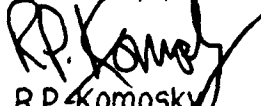
Dear Captain Martinelli,

I am forwarding, for your review, a **Draft Copy** of the Contractor's Handbook for Construction Contracts tailored to CHESNAVFACENGCOM based on documents received through Mr. J. Garner, Code 05, as a result of my letter to you dated 30 June 1988.

Once reviewed, I will incorporate the changes/recommendations while at my new duty station and return a finished product to you. A second option is for me to forward the 3.5" Microdisk (Microsoft Word, Version 3.01, Macintosh SE), which is what the Handbook is processed on, and your people can update the Handbook prior to publication.

Please let me know what option you prefer.

Sincerely yours,


R.P. Komosky
LCDR, CEC, USN

APPENDIX C

DRAFT COPY

CONTRACTOR'S HANDBOOK
FOR
CONSTRUCTION CONTRACTS

CHESAPEAKE DIVISION
NAVAL FACILITIES ENGINEERING COMMAND

WASHINGTON, D.C. 20374

AUGUST 1988

FORWARD

This handbook is intended to provide guidance and act as a ready reference to contractors in understanding and executing the administrative requirements of Navy construction contracts awarded under the authority of the Commanding Officer, Chesapeake Division, Naval Facilities Engineering Command. This handbook is not part of the contract. It is not intended to nor shall it alter any of the terms, provisions or responsibilities under the actual contract itself which specifies the contract requirements.

Suggestions for modifications or additional information that would improve this handbook are invited and should be submitted to:

Commanding Officer
Chesapeake Division
Naval Facilities Engineering Command
Attn: Code 05
Washington Navy Yard
Washington, D.C. 20374

This publication is certified as an official publication of CHESNAVFACENGCOM and has been reviewed and approved in accordance with SECNAVINST 5600.16A.

S. A. Martinelli
Captain, CEC, U S Navy
Commanding Officer, Chesapeake Division
Naval Facilities Engineering Command

TABLE OF CONTENTS

Section 1: General Policies

1. Purpose of This Handbook	1
2. Government Representatives	1
A. Contracting Officer	2
B. Officer in Charge of Construction (OICC)	2
C. Resident Officer in Charge of Construction (ROICC)	2
D. Assistant ROICC	3
E. Deputy ROICC	3
F. Supervisory Assistant ROICC	3
G. Senior Supervisory Construction Representative	4
H. Area Supervisory Construction Representative	4
I. Construction Representative	5
3. Correspondence and Communication	5
4. Contract Drawings and Specifications	6
5. Drawing and Specification Precedence	7

Section 2: Before the Work Begins

1. Preconstruction Conference	8
2. Performance and Payment Bonds	8
3. Insurance Coverage Required	9
4. Safety Plan	9
5. Environmental Protection Plan	9
6. Licenses and Permits	10
7. Contractor's Representative On Site	10
8. Work Required to Be Accomplished by Prime Contractor	11
9. Medical Emergency Information	12
10. Entry of Personnel and Vehicles to Government Property	15
11. Quality Control	17
A. Contractor Inspection System (non CQC)	17
1. Daily Report to Inspector	18
B. Contractor Quality Control (CQC)	18
1. CQC Report	19
2. CQC Submittal Status Log	19

C Inspection by Title II Contracts	19
12 Required Information to be Posted on Job Site	20

Section 3. **Scheduling the Work**

1. Work Schedule	20
2. Work Outside Regular Hours	21

Section 4. **Safety and Environmental Protection**

1. Accident Prevention Program	21
A. Safety Plan	22
B. Accident Report	23
2. Vehicle Safety	23
3. Housekeeping	23
4. Environmental Protection	24
5. Protection of Trees and Shrubs	24
6. Storm Protection	25

Section 5. **Labor**

1. Payroll Requirements	26
A. Payroll Copies	26
B. Employee Information	26
C. Statement of Compliance	27
D. Payroll Forms	27
2. Preservation of Payroll Records	28
3. Davis-Bacon Wage Rates	28
4. Posting Davis-Bacon Wage Rates	29
5. Overtime	29
6. Employee Pay	30
7. Failure to Pay Employees	31
8. Labor Standards Interview	31
9. Use of Apprentices and Trainees	32
10. Convict Labor	32
11. Employment of Minors on Construction Contracts	33
12. Equal Employment Opportunity	33
13. Labor Disputes	34

Section 6. **Material and Equipment**

1	Submittals	35
2	Samples	37
3	Shop Drawings and Catalog Cuts	38
4	Manufacturer's Certificate	39
5	Factory Inspection	39
6	Expediting Materials and Equipment Through Defense Priorities and Allocation System	40
7	Delivery of Materials onto Government Property	41
8	Property Passes	43
9	Floating Equipment	44
10	Protection of Material and Work in Place	44
11	Government Furnished Property	44
12	Contractor Salvaged Property on Construction Contracts	45
13	Testing, Adjusting, and Balancing Mechanical Systems	45

Section 7: **Contract Changes and Modifications**

1.	Change Orders	45
A.	Procedure	46
B.	Price Proposals	47
C.	Freedom of Information Act	50
D.	Extension of Bond	50
E.	Time Extension	50

Section 8: **Payments**

1.	Schedule of Prices	51
2.	Progress Payments	52
A.	Protection of Material and Work in Place	53
B.	Labor Prerequisites	53
C.	Material on Site	53
D.	Invoice	54
E.	Retention	54
3.	Progress Charts	54
4.	Final Payment	55

Section 9: **Contract Completion**

1.	Substantial Completion	55
----	------------------------------	----

2	Pre Final Inspection	55
3	Final Inspection and Acceptance	56
4	Use by the Government Before Completion	57
5	As Built Drawings	58
6	As Built Record of Materials Used	58
7	Contract Close Out	58
8	Guarantees and Warranties	59

Section 10 **Miscellaneous**

1	Checklist for Contract Completion	60
2	Utilities	60
	A. Contractor Supplied	60
	B. Government Supplied	61
	C. Interruption of Government Owned Utilities	61
3	Storage Trailers, Buildings, Shops, Offices, and Sanitation	61
4	Value Engineering	62
5	Incentive Awards	62
6	Contract Compliance Notice	63
7	Fire Protection System Inspections	63
8	Contractor Evaluation	65

APPENDICES	66
-------------------	----

Section 1: General Policies

1. Purpose of this Handbook. This handbook is written as a guide to assist in performing the routine administrative functions required by the various documents which make up your contract. This handbook is not part of your contract, and does not in any way modify or take precedence over the requirements in your contract. References to the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) have been cited for convenience only. As some FAR clauses have alternates and different FAR clauses may be incorporated in different contracts, you must check the ones that specifically apply to your contract.

2. Government Representatives. It is important that your firm, including subcontractors, thoroughly understand that only those government persons designated by the Officer in Charge of Construction (OICC) are to be consulted in connection with the performance of the contract work. Any modifications to or deviations from contract requirements, effected without written direction by the Contracting Officer or his designated representative, will place the sole responsibility for such actions upon your firm, and reimbursement for expenses incurred or extension of contract time may not be granted under the contract. All parties connected with your firm through the contract should be advised in writing regarding that only the designated representative of the Contracting Officer may authorize modifications to or deviations from contract

requirements.

The following is a brief description of the key Government Representatives involved in the administration of your contract, some of which you will deal with on a daily basis. Their typical office organizational chart(s) is shown in Appendix A.

A. Contracting Officer. The term "Contracting Officer" also includes certain individuals acting within their designated authority (FAR 2-101). The authority is designated to the individual in the form of a warrant. For the administration of your contract, the OICC and Resident OICC have designated authority. Simply stated, the Contracting Officer is the person who signed your contract for the Government.

B. Officer in Charge of Construction (OICC). This individual is a U.S. Navy Civil Engineer Corps Officer and is the head of a procuring contracting office. This position is not accompanied by any contracting officer authority, which is independently authorized by Certificates of Appointment or warrants. Those with contracting authority are also "Contracting Officers". For example, the Commanding Officer of Chesapeake Division, Naval Facilities Engineering Command, Washington, D.C., or another designated officer, is normally an Officer in Charge of Construction.

C. Resident Officer in Charge of Construction (ROICC). This individual is designated by, and is the representative of the OICC. The ROICC is a U.S. Navy Civil Engineer Corps Officer who is head of an administrative office. Again, the position itself is not

accompanied by contracting officer authority which is independently authorized by Certificates of Appointment or warrants. Those with contracting officer authority are also "Contracting Officers". The ROICC is generally the person supervising the local contract administration office. In the absence of the ROICC, in some offices, there may be a Civilian Resident Engineer with authority to act for the ROICC. Such a person is the civilian equivalent of a ROICC.

D. Assistant Resident Officer in Charge of Construction (AROICC).

Generally, the ROICC has a number of personnel who are responsible for the day to day administration of construction contracts. These may be either military or civilian personnel. The AROICC is a U.S. Navy Civil Engineer Corps Officer or civilian equivalent designated by the ROICC. The AROICC is responsible to the appointing ROICC for the administration of assigned contracts. ROICCs may appoint AROICCs as necessary for many reasons, some of which are the geographical separation of the work, the complexity of the project, or the special technical assistance needed.

E. Deputy Resident Officer in Charge of Construction (DROICC) The DROICC is authorized to serve in conjunction with and in the absence of the ROICC and is responsible for administering construction contracts. In most cases, this position is occupied by the civilian supervisory engineer who is generally warranted at the same level as the ROICC.

F. Supervisory Assistant Resident Officer in Charge of

Construction (Supervisory AROICC). The Supervisory AROICC is a direct line function exercising supervisory and management responsibilities over the AROICC's. The primary function of this position is to provide for the day to day coordination of the AROICC's assigned. This position is only utilized in larger ROICC offices which have a significant number of AROICC's.

G. Senior Supervisory Construction Representative. The Senior Supervisory Construction Representative is responsible for overall surveillance and inspection of construction operations on all active contracts. He/she makes periodic inspections of work in progress, investigates field problems and recommends solutions, exercises authority to approve or disapprove construction methods, material and workmanship, and promotes communication and harmonious relations among contractors and Government installation personnel. This individual supervises a force of Construction Representative and inspectors, including Area Supervisory Construction Representatives. Also, he/she assists in solving complex field construction problems. This position is only utilized in larger ROICC offices which have a significant number of Construction Representatives/Inspectors.

H. Area Supervisory Construction Representative. The Area Supervisory Construction Representative is responsible for the coordination, proper inspection and surveillance of all contracts in his/her particular area. He/she supervises a group of assigned Construction Representatives, establishes inspection schedules and

quality control methods, checks progress schedules, labor standards enforcement and work in place reports for determining payments due contractors, reviews procedures for conformance to plans and specifications, and investigates discrepancies and recommends changes or contract action to correct deficiencies. He/she maintains close and continuous coordination with the AROICCs on projects within his/her areas to assure well integrated contract management. In addition, the Area Supervisory Construction Representative may function as senior supervisor where applicable.

1. Construction Representative (Con Rep). The ROICC may designate one or more Construction Representatives to inspect the work performed under your contract. The Con Rep is the one Government Representative you can expect to see everyday the project is working. It is important that you know what authority the Con Rep has in order to avoid misunderstanding, delay, and needless expense. The General Provisions section of your contract contains several clauses pertinent to inspection. Some of these are: Inspection of Construction (FAR 52.246-12), Material and Workmanship (FAR 52.236-5), Superintendence by the Contractor (FAR 52.236-6), and, if applicable, Contractor Quality Control. A good place to address questions regarding the authority of the Con Rep is at the Pre Construction Conference, or at your earliest opportunity. If you have any doubt about the authority of the Con Rep, request clarification from your ROICC office before a problem arises.

3. Correspondence and Communication. The following rules

must be observed to facilitate prompt and orderly handling of your correspondence that is sent to the Government.

A. Address. Address all correspondence to the ROICC or AROICC responsible for administering your contract unless you are advised otherwise. The address is in your notice of award document; Block 26 of SF 1442, Contract Solicitation, Offer and Award.

B. Identification of Correspondence. Annotate everything you submit to the Government with the contract number and date. All correspondence including, but not limited to, catalog cuts, certificates, samples, and purchase orders to suppliers.

C. Letters. Only the signed original copy of a letter should be submitted to your ROICC. Invoices and Submittals are addressed elsewhere in this handbook.

D. Replying to Government Correspondence. Always reference only applicable telephone conversations or letters when writing to the ROICC. His/her office can be as hectic as yours sometimes with many contracts in progress at the same time.

4. Contract Drawings and Specifications.

A. Copy at Project Site. In accordance with the FAR clause, Specifications and Drawings for Construction (FAR 52.236-21), you are required to keep at the project site a complete, current, copy of the specifications and full size drawings. This includes all field adjustments and formal modifications. The Government Representatives shall have access to your copy of the documents at all times.

B. Check Drawings and Specifications. When drawings and specifications are supplied by the Government, check them immediately upon receipt, and notify the ROICC of any discrepancies as soon as possible.

C. Questions on Plans and Specifications. Necessary clarification, interpretation, advice, and consultation concerning the contract documents should be sought only from the ROICC office. Under no circumstances may you, your subcontractors, or suppliers communicate directly with the architect and/or engineering firm that prepared the plans and specifications. The Architect/Engineering firm does not represent the Government and is not authorized to interpret plans and specifications directly to the contractor. Similarly, even other Government personnel, such as the Engineer in Charge (EIC) of the Design, or Public Works Supervisors are not authorized to provide direct consultation to the contractor.

5. Drawing and Specification Precedence. The FAR clause, Specifications and Drawing for Construction (FAR 52.236-21), or in the General Provisions of the contract under the clauses, Precedence, and Specifications and Drawings, you will find which documents of the contract have precedence in the event of a conflict between documents. However, if an item is called for in the drawings but not the specifications, or vice versa, it shall be considered to be called for in both. In the case of conflict between drawings and specifications, the specifications shall govern. In the event a conflict exists within the drawings, or within the specifications, the matter

shall be referred to the ROICC for a determination.

Section 2. **Before the Work Begins**

Certain administrative items must be accomplished before work can begin on the site.

1. **Pre Construction Conference**. The contract states that you are to contact the ROICC to schedule a Pre Construction Conference within 2 weeks after you have been awarded a construction contract. This conference is required by most contracts and, with the ROICC, Supervisory Engineer, or AROICC as chairperson, is designed to introduce the parties involved, discuss the contract requirements, and coordinate your construction schedule with the activities of the Government. The pre construction conference is also the appropriate time to advise the ROICC of any anticipated job difficulties or other problems. The Contractor Superintendent, Construction Quality Control (CQC) representative, if applicable to your contract, and major subcontractors should attend the conference.

A. **Notify the ROICC**. At the Pre Construction Conference, you should advise the ROICC of the date you intend to start on site work. If for any reason the work cannot start on the date you have established, notify the ROICC immediately and revise the start date. Notification of start date allows the ROICC to make arrangements with base security, the users, and numerous other Government personnel who will be affected by the construction.

2. **Performance and Payment Bonds**. If your contract award

is more the \$25,000, you are required to conform with the Miller Act (40USC 270a-270f) for Performance and Payment Bonds. The bonds are to be submitted to the contract issuing office shown in block 7 of the award document, SF 1442, Solicitation, Offer and Award. The bonds are the only item you will submit to the issuing office. Performance and Payment Bond forms are shown in Appendix B.

3. Insurance Coverage Required. You must submit certificates of insurance as evidence that you and your subcontractors are insured as required under the FAR clause, Insurance-Work at a Government Installation (FAR 52.228-5). Insurance certificates must cite the contract number and contain a provision that the insurance company will notify the ROICC, in writing, 30 days prior to cancellation or reduction of the coverage. The insurance certification must be furnished 5 business days prior to the desired on site start date. No contractor or subcontractor will be allowed to work on Government property until the ROICC has received the required proof of insurance.

4. Safety Plan. If your contract involves more than 6 months work, or if it is described as hazardous, you must submit a safety plan. Section 4 of this handbook outlines safety plan requirements.

5. Environmental Protection Plan. If the FAR clause, Clean Air and Water (FAR 52.223-2), is applicable to your contract, your Environmental Protection Plan must be submitted and approved by the ROICC before construction may begin. Section 4 of this handbook

outlines the Environmental Protection Plan requirements.

6. Licenses and Permits.

A. Government Responsibility. Environmental permits required by regulatory agencies for the construction of the environmental facilities such as air emission source, water and sewer extensions, and for work affecting navigable waters, have been obtained by the Government prior to award of the contract. More on Environmental protection is included in Section 4 of this handbook.

B. Contractor Responsibility. The FAR clause, Permits and Responsibilities (FAR 52.236-7), requires that you obtain all necessary licenses and permits. This excludes the permits mentioned in subparagraph 6.A. above, but includes any day to day permits pertinent to performing the work that may be required by any Federal, State, or Municipal code or regulation.

7. Contractor's Representative on Site. The Far clause, Superintendence by Contractor (FAR 52.236-6), requires that you as the owner, or a principal of the firm, be present at the work site at all times, or that a duly designated representative with authority to act on behalf of the owner or principals be present. If you intend to have a representative, rather than an owner or principal superintend the work, then you must submit to the ROICC a written request for approval of that representative. The request must contain the name and experience resume of the proposed on site representative. This representative must have the authority to act

and sign for the contractor in all matters pertaining to the work, including payment invoices and proposed changes to the contract. Such authority shall be affirmed in the request of the ROICC. If you wish to cancel or change your designated representative, written notice, including the above required information on any new representative, must be provided to the ROICC for approval.

8. Work Required to Be Accomplished by Prime Contractor.

A. Contractor. FAR clauses, Performance of the Work by the Contractor (FAR 52.236-1) and Limitations on Subcontracting (FAR 52.219-14), explain the portion of work that must be performed by the prime contractor. However, the percentages have changed in 1988 and are now determined by the type of work, the type of solicitation, whether it be Small Business Set Aside or unrestricted, and the type of firm responding to the solicitation. See your specific contract for the portion of work you must perform with your own resources.

B. Subcontractors. You must advise the ROICC, in writing, the name and address of any tier subcontractor, the work each will accomplish and the name and phone number of each subcontractor's representative. This notification must be made within 7 days after award of any subcontract.

The FAR clause, Subcontracts (FAR 52.222.11), requires that your contracts with other companies include several specific clauses from the FAR. Each subcontractor must acknowledge that those clauses are in fact a part of his/her contract with you. SF 1423,

Statement and Acknowledgment, as shown in Appendix C, is to be used for this purpose and must be submitted to the ROICC by the Prime Contractor before the subcontractor can start work.

The Representations and Certifications submitted during the bidding process require you to take responsibility for ensuring that those subcontractors who are suspended, debarred, or otherwise ineligible for award, are not used in any part of the execution of this contract.

The FAR clause, Utilization of Small Business and Small Disadvantaged Business Concern (FAR 52.219-8), applies if you are a large business. It requires that you provide small businesses and small business concerns owned and controlled by socially and economically disadvantaged individuals the maximum practicable opportunity to participate in your contract as subcontractors or suppliers. Definitions of small business and disadvantaged individuals are provided in the Small Business Act and the FAR. Additionally, a large business contract in excess of \$1,000,000 is subject to the FAR clause, Subcontracting Plan or Alternate I (FAR 52.219-9). Under this clause, your subcontracting plan must be submitted as a prerequisite to contract award. In submitting the information required by the FAR clause, the goal for small disadvantaged businesses must be, as a minimum, 5% of total subcontract dollars. Note that this percentage may vary from year to year.

9. Medical Emergency Information.

A. Contractor's Medical Services Plan. The U.S

Army Corps of Engineers Safety Manual is made a part of the contract requirements by the FAR clause, Accident Prevention (FAR 52.236-13), and also the General Paragraph concerning safety requirements. This requires that arrangements be made for medical facilities prior to start of work. To facilitate the expeditious transfer and treatment of seriously injured employees, you must submit to the ROICC information concerning medical services available to your employees and the employees of your subcontractors. The following information is required by the ROICC for each contractor or subcontractor and may be submitted as part of the safety plan, covered in Section 4.1.A., prior to commencement of the work.

Date.....
Contractor..... Contract No.....
Address.....
Telephone.....

Contractor's Medical Service

Hospital (Must be specific):

.....
(Name and Address) (Telephone)

Ambulance (Must be specific):

.....
(Name and Address) (Telephone)

Doctor:

.....
(Name and Address) (Telephone)

Insurance Company:

.....
(Name and Address) (Telephone)

.....
(Signed) (Title)

As a contractor, you are reminded that you are also responsible under the FAR clause, Permits and Responsibilities, to comply with all applicable Federal, State and Municipal laws, codes and regulations in connection with the prosecution of the work. This includes the Occupational Safety and Health Administration Standards (29 CDR 1926/1910) which, in subpart D, requires that the telephone numbers of physicians, hospitals, and ambulances be conspicuously posted.

10. Entry of Personnel and Vehicles Onto Government

Property Each Government activity or base has its own procedures for admitting personnel and equipment. Although the ROICC will assist you in understanding the local procedure and requirements, it will be necessary for you and your employees to deal directly with the security personnel to obtain most passes and badges. Consult your contract and the ROICC to ascertain if any special restrictions or regulations are in force and what variations may exist to the instructions given herein.

A. Personnel. Each employee, including all subcontractor employees, must have in his/her possession and display an identification badge or pass while on Government property. To obtain a pass, each employee must complete an application form. Generally, these forms can be picked up at the Security of Pass Office by one of your representatives. Each employee must fill out an application and personally appear before the Security Officer to sign for a badge before entering the activity for the first time. Some

form of identification is usually required by the Security Officer, as well as proof, such as a written statement on contractor letterhead validated by the ROICC, that the individual is employed by the contractor on a specific contract. Entry into certain areas may require that verification of United States citizenship be furnished beforehand.

B. Vehicles. All vehicles entering the Government activity must carry a vehicle pass. One trip passes may be obtained on fairly short notice, but you should obtain a pass for the duration of the contract to avoid the time consuming procedure of stopping at the Security Office each time you enter the base. Applications for vehicle passes are available at the Security or Pass Office and when submitted, must be accompanied by a copy of your insurance certificate. Vehicle identification number and state registration numbers are required on each application. The authorized operator must also present a valid operators license. Request a copy of the base traffic regulations. These regulations are strictly enforced. Violations may result in revocation of on base driving privileges.

C. Delays From Passes. Passes for entry to Government property, which are valid for an extended period, vice a one day pass, generally require a few days for processing. The Government will not assume responsibility for delays or errors in issuing passes.

D. Aliens. Construction contracts usually contain the FAR clause, Security Requirements Alternate II (FAR 52.204-2) which does not address aliens. However, you should check other portions of

your contract for any specific limitations or restrictions regarding aliens.

E. Return of Passes. All passes and badges must be returned to the Security Officer upon completion of the contract or when any individual or subcontractor completes his employment requirements under the contract, or when the pass or badge expires, whichever is earlier. You, as the contractor, are responsible for ensuring that your employees comply with this requirement, and should obtain a receipt from the Security Officer for all returned passes. If an employee is terminated, the contractor should immediately obtain that employee's badge or pass and return it to the Security Officer, advising whether or not the employee was terminated for cause. Misuse of passes and badges, such as the substitution or loan to other personnel, is forbidden and may result in prosecution and or denial of entry of personnel to the activity.

11. Quality Control. The quality control requirements are detailed in the FAR clause, Inspection of Construction (FAR 52.246-12), referenced in your contract. It is your responsibility to inspect your work and present for Government acceptance only such work that complies with the contract drawings and specifications.

A. Contractor Inspection System (non CQC). Your contract may also contain a paragraph entitled "Quality Control" which specifies the basic quality control requirements. Generally, you must provide a Quality Control Plan and schedules of critical inspections and tests and how they coincide with the construction

schedule. You may also be required to coordinate and attend an initial Quality Control meeting to discuss your quality control system.

1. Daily Report to Inspector. In accordance with the paragraph "Contractor's Daily Report", you must submit to the RQICC a daily report summarizing the work accomplished, the number of manhours worked by classification, tests and inspections performed, material and equipment received on the job site for incorporation in the work, and the move on and move off construction equipment. Remarks should also be included concerning the weather and labor conditions which produce any notable adverse impact on the work. If your contract does not require Contractor Quality Control, the daily report shall be submitted on form NAVFAC 11013/10 (1-74), Daily Report to Inspector, and is shown in Appendix D. The daily report must be submitted to the Construction Representative on the morning of the first working day following the day which is the subject of the report. The report should detail all work performed on the contract including subcontractor work. If you as the prime contractor elect not to list subcontractor work on the daily report, subcontractors must submit separate daily reports for consolidation with your report.

B. Contractor Quality Control. If your specifications contain a paragraph entitled "Contractor Quality Control", there are additional requirements for a Contractor Quality Control (CQC) system. In addition to the basic requirements of a quality control program discussed above, you must also provide a CQC staff to

monitor and enforce the CQC system and be specifically charged with examining and approving most of the shop drawings, catalog cuts, and other items. The specifications may require certain qualifications for the CQC staff depending on the size or complexity of the project. The qualifications of your CQC personnel and your CQC plan must be submitted to the Government for approval prior to the beginning of construction operations. A sample CQC checklist is shown in Appendix E. CQC is normally required on contracts exceeding \$2,000,000 and may be required on contracts of lesser value.

1. CQC Report. If the contract contains the Contractor Quality Control (CQC) provision, the contractor should submit a CQC Daily Report similar to the sample Contractor's Quality Control Daily Report included in Appendix F. This CQC Daily Report should also conform to all requirements of the CQC Plan.

2. CQC Submittal Status Log. The sample CQC Submittal Status Log shown in Appendix M may be used by the contractor for listing material submittals as required by the contract.

C. Inspection by Title II Contracting. The inspection and surveillance of construction contracts will be performed by Government personnel as much as practicable. However, rapid workload growth, complex high tech projects and remote project sites can exceed the number of Government personnel available to perform these functions. In these cases, the inspection function may be accomplished by other than Government employees. This type of

service is known as Title II Inspection. As the Construction Representative is responsible for inspection, so is the Title II Inspector and follows the same procedures. The ROICC is still responsible for all decision making, ordering of the work, approving contractor payment, and final acceptance of the project.

12. Required Information to Be Posted on Job Site. The below items must be conspicuously posted on the job site:

- Medical Emergency Information
- Davis Bacon wage rate determination and Poster WH-1321 (Appendix G)
- Equal Employment Opportunity Poster (Appendix H)

Section 3 Scheduling the Work

1. Work Schedule. Your contract requires, under FAR clause, Schedules for Construction Contracts (FAR 52 236-15), that you submit to the ROICC a schedule showing the order in which you plan to carry out the work. It must show proposed dates for starting and completing the major items of work, including material procurement. A Network Analysis System (CPM) is normally established for large and complex projects. Schedules must be submitted in triplicate to the ROICC within five (5) days after starting the work and must be updated with each invoice before progress payment will be approved. The work schedule may be used by the ROICC in conjunction with your schedule of prices as described in Section 8.1. of this handbook as a guide in estimating payments. If you should fail to submit a work schedule, or update it, as required by your contract, the ROICC may withhold approval of

progress payments until the requirement is met. The work schedule must be updated monthly and revised to reflect each contract modification affecting time.

2. Work Outside Regular Hours. As used in the General Provisions, the term "regular hours" means a normal forty (40) hour work week coinciding with the hours of the ROICC office. If you desire to perform work outside the regular hours, or on Saturdays, Sundays, or holidays, whether on a regular basis or on isolated occasions, you must make application to the ROICC for approval. Allow about one week for the ROICC to make satisfactory arrangements for the inspection of the work. If after receiving clearance to work outside regular hours, you find that you are unable to work those hours, you are to immediately notify the ROICC. Certain contracts may also contain requirements for scheduling utility or facility outages with specific advance notification requirements for scheduling the outages. These outages may also be specified to occur after normal working hours so you should check your particular contract, specifically, Section 01011, Additional General Paragraphs, Paragraph 14, "Scheduling the Work".

Section 4. **Safety and Environmental Protection.**

1. Accident Prevention Program. The Chesapeake Division of the Naval Facilities Engineering Command operates an intensive safety program in an effort to minimize loss of life and property. Diligent compliance with safety regulations can result in savings for both you the contractor, and the Government.

The FAR clause, Accident Prevention (FAR 52.236-13), requires that you comply with all pertinent provisions of the U.S. Army Corps of Engineers Manual EM 385-1-1, Safety and Health Requirements Manual and take all other additional measures the Contracting Officer determines are reasonably necessary. The U.S. Army Corps of Engineers Manual may be ordered without charge from: U.S. Army Corps of Engineers Publication Depot, 2803 52nd Avenue, Hyattsville, MD. 20781-1102. The FAR clause, Permits and Responsibilities (FAR 52.236-7), requires you also to comply with and Federal, State and/or Municipal laws which would include the pertinent provisions of Public Law 91-596, The Occupational Safety and Health Act (OSHA) of 1970 and subsequent similar legislation. The FAR clause, Hazardous Material Identification and Material Safety Data (FAR 52.223-3), specifies contractor requirements to submit Material Safety Data Sheets for all hazardous materials five (5) days before delivery of the material.

A. Safety Plan. If the contract involves more than six (6) months work, or is described as hazardous, you must prior to commencement of work, meet the following requirements:

1. Submit to the ROICC an accident prevention program written for the specific contract, and implementing in detail the pertinent provisions of the Safety and Health Requirements Manual, EM 385-1-1. The program must include the work to be performed by subcontractors. It must also provide for frequent and regular safety inspections of the work sites, materials, and

equipment by competent designated personnel.

2. You must meet in conference with representatives of the ROICC to discuss and develop mutual understandings relative to administration of the over all safety program.

B. Accident Report. The contractor is required to submit to the ROICC reports of accidents. You are required to provide the ROICC a copy of the report on each recordable accident or illness, prepared to meet OSHA requirements, including subcontractor reports. In addition, you are required to advise the ROICC of any accident resulting in fatal injury, 5 or more persons admitted to a hospital, or property damage of \$10,000 or more.

2. Vehicle Safety. You should continually emphasize to your employees the importance of safe driving and observance of traffic laws both on and off the work site whether on official or personal business. Particular emphasis should be placed on driving within the boundaries of the activity and on the adjacent roadways. Normally, traffic on these roadways is extremely heavy, particularly during morning and evening rush hours. Your employees should also be advised that violation of posted speed limits, parking restrictions, or other regulations on the activity may result in loss of on base driving privileges.

3. Housekeeping. Particular attention is directed to the provisions in the Safety and Health Requirements Manual, EM 385-1-1, Paragraph 11.1, for cleanliness of the job site, prevention of tripping

hazards, and removal of flammable material and debris from the construction site. Job site cleanliness is an item of major significance on Government activities and will be closely monitored by the ROICC. Special attention to job site appearance will be expected at times of ceremony or public visitation. Additionally, the contractor shall take every reasonable precaution to reduce hazards to the public through the use of temporary walkways, roadways, trench covers, barricades, colored lights, danger signals, and other devices.

4. Environmental Protection. The FAR clause, Clean Air and Water (FAR 52.223-2), may apply if your contract is in excess of \$100,000, or if a facility to be used in performing the contract has been the subject of a conviction under the Clean Air Act or the Federal Water Pollution Control Act. The requirements are detailed and normally include the submission of an Environmental Protection Plan after a preliminary meeting with the ROICC and before construction starts.

5. Protection of Trees and Shrubs. The FAR clause, Protection of Existing Vegetation, Structures, Utilities, and Improvements (FAR 52.236-9), requires that you protect existing vegetation which is not to be removed and which does not unreasonably interfere with the construction work. In the event that the progress of construction warrants the removal of any tree or shrub, prior approval of the ROICC shall be obtained. Trees to remain shall not be used as anchorage for the attachment of ropes, cables, or guy wires, unless permission is obtained from the ROICC. If such permission is granted,

the tree shall be adequately padded using burlap and soft wood cleats or other approved materials.

6. Storm Protection. The FAR clauses, Inspection of Construction and Warranty of Construction, hold the contractor responsible for damage to the work prior to its acceptance and for any damage to the work or adjacent property arising out of the contractor's failure to conform to the contract provisions. One of these contract provisions may be a clause "Storm Protection" which requires the contractor to take every practicable precaution to minimize danger to personnel, the work, and adjacent property when warnings of destructive weather are issued. It is the contractor's responsibility to have a written plan for executing such precautions.

A. Conditions of Readiness. The following is a list of conditions or warnings which are issued at the appropriate time by the Activity's Commanding Officer and which may be reported to you by the ROICC to help ensure adequate preparation by you to protect the work site. This notice does not relieve you of contractor responsibility to be aware of impending weather conditions.

1. **Seasonal Condition**. This condition is placed in effect for the duration of the hurricane season, which begins on 1 June and ends on 30 November each year.
2. **Condition IV**. Destructive winds are expected within 72 hours.
3. **Condition III**. Destructive winds are expected within 48 hours.
4. **Condition II**. Destructive winds are expected within

- 24 hours
5. **Condition I.** Destructive winds are expected
imminently

Section 5. **Labor.**

1. Payroll Requirements All contractor and subcontractor employees at the work site must be paid at least once a week in accordance with FAR clause, Payrolls and Basic Records (FAR 52 222-8).

A. Payroll Copies One copy, each with an original signature, of all certified contractor and subcontractor weekly payrolls is to be delivered to the ROICC by the Prime Contractor. These copies must be received by the ROICC within seven (7) calendar days following the close of the payroll period. If the contractor or subcontractors are engaged in more than one contract at the site, separate payroll records must be maintained and separate payroll data submitted for each contract. Failure to submit payroll information as required under the terms of your contract may result in the ROICC withholding approval of progress payments until the requirements are met.

B. Employee Information As a minimum, each payroll must contain accurate and complete information for each employee as follows:

1. **Name**
2. **Address** (Only the first time an employee's name appears on the payroll for this contract, or if change of address.)
3. **Social Security Number** (Only the first time an employee's name appears on the payroll for this

contract)

4. **Work Classification**
5. **Daily and Weekly Hours Worked** (Segregate into regular and OT hours.)
6. **Rate of Pay**
7. **Gross Amount Earned**
8. **Deductions** (Must conform to Copeland "Anti-Kickback" Act. Number of withholding exemptions is optional.)
9. **Net Wages Paid**

C. Statement of Compliance. The Copeland Regulations of the Secretary of Labor require that each weekly payroll submitted to the ROICC be accompanied by a statement of compliance with the Davis-Bacon Act. DD Form 879, Statement of Compliance, is shown in Appendix I and is used for compliance. You may, however, reproduce this statement on your own forms or on a computer generated payroll listing but the wording may not be altered in any manner. In the block for description of permissible deductions, list, by name, all deductions made. For example, FICA or Federal Income Tax withholding, but do not list any monetary amounts of such deductions.

D. Payroll Forms. The Department of Labor has developed a payroll form WH 347 for contractors optional use and is included as Appendix J. It may be purchased from the Government Printing Office Bookstore, Room 100, Federal Building, 275 Peachtree Street NE, Atlanta, GA. 30303, or they may be reproduced using your own printing facilities. If you use a payroll form which does not contain the required statement of compliance, a DD Form 879 must be submitted with each payroll.

2. Preservation of Payroll Records. In accordance with the FAR clause, Contract Work Hours and Safety Standards Act-Overtime Compensation (FAR 52.222-4), the contractor shall preserve all payroll records pertaining to the contract for a period of three years after the date of final payment. The contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the US Department of Labor.

3. Davis-Bacon Wage Rates. Federal law requires that contractors on Federally funded construction contracts in excess of \$2,000 pay their workers not less than the wage rates determined by the Secretary of Labor. A copy of the wage rate determinations for the work classifications involved in your construction is included in your contract. If you have an employee who does not fit into one of the preset classifications, see subparagraph B, below.

A. Determination of Proper Work Classification.

Classification of employees under the Davis-Bacon Act shall be in accordance with prevailing local area practice regardless of whether the contractor or subcontractor is operating totally, or in part, union or non union. In cases where the prevailing local practice cannot be clearly defined, the contractor should furnish, in writing, all pertinent details to the ROICC for a determination.

B. Additional Classification and Rates. The Wage Rate Determination in your contract may not contain all the classifications and wage rates you or your subcontractors consider necessary in

carrying out the work. If additional classifications are needed, application should be made to the ROICC as early as possible. SF 1444, Request For Authorization of Additional Classification and Rate, shown in Appendix K, is to be used for this purpose. Proposed classifications and rates should be listed on the form by you. When submitting the request, attach a statement explaining in detail the basis for arriving at the requested classifications and rates. The affected employee must sign the SF 1444.

C. Employees in More Than One Classification In the event an employee performs Laborer or Journeyman duties in more than one classification during one work day, that employee must be paid not less than the minimum wage rate for each classification during the hours each was performed. If you choose to split classify an employee, detailed documentation must be provided with each payroll stating the actual hours worked in each classification, and the type of work performed during these hours.

4. Posting Davis-Bacon Wage Rates. The FAR clause, Davis-Bacon Act (FAR 52.222-6), requires you to post the wage rate determination for the various classifications employed in a prominent location at the site along with a "Notice to Employees" poster, WH Publication 1321, Appendix G. These items must remain posted for the life of the contract in a location satisfactory to the ROICC. Upon approval by the Department of Labor of any SF 1444, it must also be posted with the wage rate determination.

5. Overtime. In accordance with the FAR clause, Contract

Work Hours and Safety Standards Act-Overtime Compensation (FAR 52.222-4), all laborers and mechanics must be paid one and one half times their basic pay on overtime hours. Overtime compensation is required for work in excess of forty (40) hours per week. The clause further stipulates that progress payments will be withheld if employees have not been properly paid

6. Employee Pay. The FAR clause, Compliance with Copeland Act Requirements (FAR 52.222-10), and compliance with Davis-Bacon Act Regulations (FAR 52.222-13) incorporate the laws into your contract. A copy of these regulations can be reviewed at the ROICC office. FAR Clause, Contract Work Hours and Safety Standards Act-Overtime Compensation (FAR 52.222-4), allows the Department of Labor to assess liquidated damages payments until payment violations cease.

A. Deductions. The Secretary of Labor has determined what payroll deductions may be made from employee wages. Some deductions must have prior approval. Deductions not listed in 29 CFR, Part 3, are prohibited.

B. Fringe Benefits. The FAR clause, Davis Bacon Act (FAR 52.222-6), provides alternative methods for the payment of fringe benefits specified in the wage determination decision of the Secretary of Labor. The contractor must be prepared to provide proof of payment of fringe benefits when they are not paid directly to the employee and annotated on the weekly payroll form. If the fringe benefits are paid as cash in lieu of fringes, a statement must

appear on the payroll form indicating such payment. If fringe benefits are provided to employees through the contractor's assumption of an enforceable commitment to bear the cost of those fringes at a later date, approval must be obtained from the Secretary of Labor.

C. Payment by Cash. If employees are paid by cash, the ROICC must be notified in advance of the payments so that arrangements may be made for a Government Representative to witness the payments and the signing of receipts. The Government Representative must be allowed to ascertain that the payments for the period are in full compliance with the Labor Standards Provisions.

7. Failure to Pay Employees. On any contract subject to the Davis-Bacon Act or the Contract Work Hours and Safety Standards Act, the ROICC may take such action as described under the Acts if the contractor or subcontractors fail to pay laborers or mechanics all or part of the wages required by the contract. Such action includes suspension of the work and withholding of payments to the contractor.

8. Labor Standards Interview. Under the FAR clause, Payrolls and Basic Records (FAR 52.22-8), the contractor shall permit representatives of the Government to obtain labor information by interviewing employees during working hours, one interview per day, per Construction Representative, per contract. During these interviews, the employees will be asked to voluntarily answer the

questions on SF 1445, Labor Standards Interview, and to sign the form. SF 1445 is shown in Appendix L.

9. Use of Apprentices and Trainees. If you employ apprentices or trainees to work on a Government contract, they must be enrolled in a bona fide apprenticeship or training program as defined in the FAR clause, Apprentices and Trainees (FAR 52.222-9). Proof of program registration must be submitted to the ROICC. If your registered program limits the ratio of apprentices/trainees to journeymen in your work force, that ratio cannot be exceeded in any individual work classification. You must also furnish proof of registration in a program for each employee listed and paid as apprentice or trainee on your payroll form. This requirement may be fulfilled by a copy of the certificate issued by a Bureau of Apprenticeship and Training representative. Certificates must indicate the employee's name, trade, apprentice or trainee step, and Bureau of Apprenticeship and Training Office with whom they are registered. Information as to the appropriate ratios and wage rates, expressed in percentages of journeyman rates, must also be submitted. Any uncertified apprentice or trainee shall be paid at the wage rate for the classification of work actually performed. No laborer may be classified as an apprentice or trainee.

10. Convict Labor. Except as provided by 18 USC 4082 (c)(2) and Executive Order 11755, December 29, 1973, FAR clause, Convict Labor (FAR 52.222-3), prohibits the employment of anyone undergoing sentence of imprisonment.

11. Employment of Minors on Construction Contracts. On construction contracts, child labor requirements for non agricultural occupations are governed by the Fair Labor Standards Act, Wage and Hour Division. Oppressive child labor is defined as employment of children under the legal minimum age. The Fair Labor Standards Act provides a minimum age of 18 years for any nonagricultural occupations. This minimum age applies even when the minor is employed by the parent or guardian.

12. Equal Employment Opportunity. If during any twelve month period you are awarded \$10,000 or more in Federal contract work, including subcontracts, you must comply with the FAR clause, Equal Opportunity (FAR 52.222-26). This clause requires the contractor to take specific actions and furnish information and reports, some of which are as follows. You must display conspicuously, Equal Employment Opportunity posters as shown in Appendix H, and you must state in any advertisements for employees, "All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin." The following are additional contract provisions which may be applicable to your contract.

A. Affirmative Action. If your contract is awarded in the amount of \$10,000 or more, the FAR clause, Affirmative Action Compliance Requirements for Construction (FAR 52.222-27) is applicable. The clause lists sixteen (16) specific affirmative actions the contractor must take to ensure equal employment opportunity. The

Invitation for Bids contains goals for the achievement of minority participation in various trades. These goals apply to all construction work undertaken by the contractor in the covered area, not just the work under a specific Government contract.

B. Handicapped Workers. The FAR clause, Employment of the Handicapped (FAR 52.227-26), requires the contractor to comply with the requirements that the Secretary of Labor issued pursuant to Section 503 of the Rehabilitation Act of 1973. This clause is applicable to contracts for \$2,500 or more.

C. Disabled Veterans and Veterans of Vietnam. If your contract is for \$10,000 or more, the FAR clause, Special Disabled and Vietnam Era Veterans (FAR 52.222-35), is applicable.

13. Labor Disputes. Representatives of the Contracting Officer will not participate in labor relations matters unless disputes develop that interfere with the proper performance of the contract. In such a case, The ROICC may become involved to assist in settling the difficulty or to refer the matter to the Federal Mediation and Conciliation Service or the Commander, Naval Facilities Engineering Command for appropriate action.

A. Notice to the Government. In accordance with the FAR clause, Notice to the Government of Labor Disputes (FAR 52.222-1), you must notify the ROICC whenever you have knowledge that a work stoppage may delay the performance of the work under your contract. This notification should be in the fastest method possible followed by a written verification. Provide as much of the following

data as is immediately available concerning the circumstances surrounding the prospective strike:

1. **Title of affected contract** (Include contractor's name and job site representatives.)
2. **Expected affect on Critical Path.**
3. **Date strike expected to begin.**
4. **Name of Union** (National affiliation and name, telephone numbers and addresses of local officials)
5. **Main issues involved in dispute.**
6. **Potential of the issues being settled.**
7. **Temper or potential for violence.** (At the construction site and situation with respect to ingress and egress.)
8. **Number and type of employees affected.**
9. **Evidence that the strike is beyond the control of you or any tier subcontractor**

B Report of Settlement After resolving a work stoppage, immediately furnish a letter report briefly outlining the conditions of settlement and the date of work resumption

C Disputes Concerning Labor Standards It should be noted that FAR clause, Disputes Concerning Labor Standards (FAR 52.222-16, Feb 1988), states that disputes concerning labor standards requirements should be resolved in accordance with 29 CFR Parts 5,6, and 7 and not the Disputes Clause placed in each contract

Section 6. **Material and Equipment**

1. Submittals. The contract specification section on Quality Control (QC) or Contractor Quality Control (CQC) contains requirements for submittal approvals before certain materials may be

incorporated in the project. Adherence to the QC or CQC provisions is necessary to ensure that specified quality is achieved. If the contract contains the CQC provision, a CQC Plan must be submitted by the contractor and approved by the Government. Some submittals must be in the form of samples, while others can be approved on the basis of catalog information, shop drawings, or a manufacturer's certificate. In addition, each division of the specification stipulates the required submittal format for the specific materials covered by that division. The FAR clause, Specifications and Drawings for Construction (FAR 52.236-21), provides a clear and detailed procedure for making material submittals. This procedure must be followed diligently in order to avoid lost samples, delays, and resubmittals. The number of copies required may vary with the type of submittal according to your specification. The ROICC will not approve payment for materials installed without approval of required submittals. A sample CQC Submittal Status Log form shown in Appendix M may be used by you for listing material submittals.

A. Letter of Transmittal. Each submittal, whether catalog cut, samples, shop drawings or certificates, must be accompanied by a letter of transmittal. Submittals shall be organized and assembled as specified, normally requiring four copies, unless indicated otherwise in Division I, General Requirements, submitted by specification section in bound volumes, and clearly labeled. Three copies are required when Government approval is not

specified.

B. Local Requirements. The ROICC will provide additional specific submittal instructions at your Pre Construction Conference. If you desire to make any submittals prior to the conference, contact the ROICC to find out the local requirements.

C. Delay. The importance of prompt and conforming material submittals cannot be overemphasized. Adequate time must be allowed for processing and review by the ROICC and an Architect/Engineering firm. Since submittals must be approved before the proposed material may be incorporated in the work, delay in making required submittals may result in contractor caused delay in the critical path. Such a delay will not be justification for a time extension to the contract.

2. Samples. Where the specification requires samples, they shall be submitted in accordance with the clause "Samples" of the QC or CQC provisions and delivered to the location designated by the ROICC. They shall be furnished in the number specified, be shipped prepaid, and delivered as directed by the Contracting Officer. Each sample must be clearly marked or securely tagged with the name of the material, name of the supplier, contract number, the location where it is to be installed in the project, and the specification section that calls for it. When samples of such items as fill, base course, and bituminous materials are required to be submitted to a testing agency, each shipping letter or ticket must contain the contract and specification number, the source of the sample as well as the name,

address, and telephone number of the contractor. Copies of the transmittal letters are to be furnished to the ROICC.

3. Shop Drawings and Catalog Cuts. The term "Shop Drawings" involves drawings, diagrams, layouts, illustrations, schematics, schedules, performance and test data and similar materials. Definitions and specific requirements pertaining to these submittals are contained in the FAR clause, Specifications and Drawings for Construction (FAR 52.236-21). When the specification requires the submission of shop drawings or catalog cuts, you must provide the number of copies you wish returned to you plus four (4) copies for the Government's use. The original and two (2) copies of the transmittal letter described in Paragraph 1.4., above, should be provided in accordance with the QC or CQC provisions of the specification section 01400 or 01401. Each drawing or catalog cut must bear the following signed statement:

It is hereby certified that the **(equipment)** **(material)** shown and marked in this submittal, shop drawing, catalog cut, etc., is that proposed to be incorporated into **Contract Number** _____, is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is **approved for use** _____ **submitted for Government approval**. (Check Appropriate Option)

Authorized Reviewer _____ **Date** _____

CQC Representative _____ **Date** _____

Copies of the submittals with the ROICC's action annotated, will be returned to the Contractor. When resubmittals are required, they shall reference the original submittal with the same number of

copies as the original submission. The ROICC may charge the contractor for costs incurred by the Government in processing resubmittals if the resubmittal was caused by the contractor failing to provide submittal or one which was not in compliance with the contract drawings or specifications.

4. Manufacturer's Certificate. Your contract specification may require the submission of notarized "Manufacturer's Certificates of Compliance" with the specification on certain items. Five (5) copies of the certificates along with five (5) copies of the transmittal letter must be submitted. You will be notified in writing of the acceptance or rejection of the certificates.

5. Factory Inspection. Where the specification requires certain materials or equipment to be factory inspected by representatives of the Government, such as the Defense Contract Administration Services, at the factory, you must submit seven (7) copies of the purchase orders for such items to the ROICC. Do this as early as possible to allow at least ten (10) working days for the ROICC to arrange for the inspection. Your allowing less than ten days will not result in waiver of the requirement of factory inspection. No extension of contract time will be allowed under such circumstances. Purchase orders for items requiring factory inspection must contain complete information concerning:

1. Contract and specification numbers.
2. Purchasers requisition number on the factory.
3. Name and street address of the factory.
4. Approximate date material or equipment will be available

- for inspection
- 5. Required delivery date and shipping instructions
- 6. Description of items including quantity, quality dimensions, capacity, type, and catalog number
- 7. Identification of Government specifications and standards to which the items must conform.
- 6. Expediting Material and Equipment through Defense

Priorities and Allocation System (DPAS). Timely delivery of materials is your responsibility. Identify the priority of the material in your purchase orders and comply with the FAR clause, Defense Priority and Allocation Requirements (FAR 52.212-8), which invokes regulation 15.CFR 350, Defense Priorities and Allocation System. Any assistance given by the Government does not relieve you of the responsibility for timely delivery of the material for incorporation in the project. A copy of the DPAS regulation may be obtained from: Office of Industrial Resource Administration, Room 3876, US Department of Commerce, Washington, D.C., 20230, Telephone 202 377-4506/3634. If you encounter difficulty in obtaining materials or equipment, you should contact and document alternate sources in an effort to improve on the delivery time. If this is done without success, the ROICC may be contacted for assistance. Provide the ROICC with a copy of the purchase orders, including the names and telephone numbers of supplier or manufacturer representatives. It is extremely important to provide the ROICC with the manufacturer's internal job order number. The ROICC will provide the information to the cognizant Defense Contract Administration Service for possible assistance. If the ROICC cannot

improve the delivery date through DCAS, he/she will review the urgency of the facility being constructed, and if appropriate, request you to complete Form ITA-999, Request for Special Priorities Assistance. The below instructions for completing the form should be closely followed:

1. **Fill out the numbered blocks 1 through 17.**

2. **Block 1:** Commander

Naval Facilities Engineering Command (0647)
Department of the Navy
200 Stovall Street
Alexandria, VA. 22332

3. **Block 2:** Enter only one applicant: contractor,

subcontractor, supplier, or manufacturer-the one who is directly requesting assistance.

4. **Block 10:** Enter only one purchase order item unless other items are of the same material and general product class and are from the same supplier.

5. **Block 10c:** The dollar value must be entered.

6. **Block 12:** Enter only one supplier.

7. **Block 14:** Enter the explanation given by the supplier as to why the required delivery date is not being met. The more specific the explanation, the easier it will be to determine the nature of the problem and the type of assistance which will be most beneficial.

7. Delivery of Materials onto Government Property. It is not

uncommon for drivers who are bringing contractor materials onto a Government installation to inadvertently deliver the goods to the Government receiving docks rather than to the job site. This misdelivery can be attributed to an accumulation of errors: The driver has not been adequately instructed on where to take the material, the Gate Security Guard directs him/her to the Government receiving area, and the material and documents are inadequately marked and do not alert the receiver to the fact that the shipment is not directly for the Government. Contractors and subcontractors are requested to carefully instruct their vendors and suppliers to address delivery receipts in such a way as to avoid confusion and delay when the material arrives at the Government activity. Mark shipments with contract number, prime contractor name and telephone number, and contractor point of contact to receive the shipment.

A. Delivery Receipt Information. For the benefit of both the driver and the receiver, all delivery receipts should contain, as a minimum, the following information:

1. This shipment is made to _____ Contractor
2. The Navy Contract Number is _____
3. Description of Project _____
4. Exact location of unloading area within the Government Activity _____
5. The Supply Department of the Government Activity is not concerned with this shipment **This is not a delivery to the US Government.**
6. Gate the Truck is to enter _____

B Entry on the Government Activity. The truck driver must show the Security Guard the bill of lading or delivery ticket indicating the name and location of the project involved. The driver will be issued a one trip delivery pass. He must comply with local security regulations and proceed directly to the specific location of the work. The contractor must have on site a representative to receive the delivery. After unloading, the driver shall return directly to the Gate Security Guard and surrender the delivery pass and a properly executed property pass for any material remaining on the truck. Property passes are discussed in paragraph 8 below.

C. Delivery After Hours. If a delivery is expected to arrive after normal work hours, or on a weekend, arrangements must be made in advance. If a delivery date and time is unknown, request the ROICC to make arrangements for the Gate Guard to notify a specific contractor representative when the material arrives. The Government will not accept delivery for the contractor.

8 Property Passes. No property may be moved from the Government activity without a Property Pass authenticated by the ROICC or his authorized representative. Property pass forms are available from and are executed by the Government Construction Representative. The items to be removed will be inspected by the Government Representative and may be inspected again by the Gate Security Guard. The property pass must be delivered to the Gate Security Guard at the time the property leaves the activity whether or not the guard asks for the pass or not. Failure to comply with

these procedures may be cause for denying the contractor's vehicle access to the activity.

9. Floating Equipment. If the work involved in your contract necessitates the use of floating equipment, arrangements relative to handling, berthing, and stowing must be made prior to bringing the floating equipment onto the Government Activity. A clearance will be obtained by the ROICC upon receipt of a floating equipment list. In emergency cases, the contractor shall make direct contact with the Activity Watch Officer.

10. Protection of Material and Work In Place. All construction materials and work in place must be protected from deterioration and damage during construction. As provided in the FAR clause, Inspection of Construction (FAR 52.246-12), the contractor is responsible for damage or loss until such time as the work is accepted by the Government. No inspection or test by the Government shall be construed as constituting acceptance. Section 9 outlines acceptance procedures.

11. Government Furnished Property. Government Furnished Property (GFP) is defined as material or equipment furnished by the Government and installed by either the contractor or the Government depending on contract requirements. The contractor shall use the GFP only in connection with this contract and shall maintain adequate property control records in accordance with sound accounting practices and will make records available for Government Representatives to inspect on request.

12. Contractor Salvaged Property on Construction Contracts

Salvaged property is material or equipment owned by the Government not considered reusable for its original use or recoverable. These items are generally limited to pieces of equipment and commonly salvaged material such as copper or light fixtures. Check your contracts General Paragraphs for inclusion of this type of property.

13. Testing, Adjusting and Balancing (TAB) Mechanical Systems

Due to the complexity and variety of today's environmental systems, it is not possible to clearly develop prescriptive testing, adjusting, and balancing procedures which would be applicable to all situations. However, Specification Sections 15996, "Testing, Adjusting and Balancing of Air Conditioning Systems," 15971, "Space Temperature Control Systems," and 15501, "Heating, Ventilating and Cooling," will provide you specific requirements for your contract.

Section 7. Contract Changes and Modifications

1. Change Orders. Several clauses in the General Provisions authorize modifications to your contract. These include, Changes (FAR 52.243-4), Differing Site Conditions (FAR 52.236-2), Termination for Convenience of the Government (FAR 52.249-2), Disputes (FAR 52.233-1), Suspension of Work (FAR 52.212-2), and Default (FAR 52.249-10). The clause "Changes" is one of the most significant in that it allows the Government to unilaterally change the work in your contract. The Government can issue you a Change Order and hold you to performance under the contract. The clause also

provides for equitable adjustment normally determined through negotiation. Modifications are on SF 30 and signed by the Contracting Officer. The contractor will be given a reasonable amount of time to prepare a proposal for a price and/or time adjustment.

2. Procedure. Government proposed modifications will usually be initiated by the ROICC issuing a Request for Proposal (RFP). This letter will set forth in detail a description of the work to be added, deleted, or changed, and will indicate a date for the submission of your cost and time proposal. The ROICC will provide you copies of a form Estimate For Change Order, as shown in Appendix N, which provides the format and instructions for preparing and submitting your proposal for modification. In accordance with the General Provisions clause, Modification Proposals-Price Breakdown, you will prepare a detailed cost estimate and forward it, in duplicate, to the ROICC. If your price proposal is significantly different from the Government estimate, you may be requested to meet with the ROICC or his representative to discuss and negotiate the modification price and or time. Your representative at the modification negotiation must be authorized to make a final agreement with the Government and bind you to this agreement. Once agreement has been reached, the ROICC will prepare the modification document and forward it to you for signature. You are to return an originally signed copy to the ROICC. Once the modification document is executed by both parties, you may proceed with the work

authorized by the change. Occasionally, when time is of the essence, the ROICC may direct by unilateral change order that the work proceed prior to the conclusion of negotiations. This direction must be in writing. In this case, monetary value will not be stipulated on your copy.

B. Price Proposals. When proposing a time and/or price adjustment for work under a change order, you must support your proposal with a detailed breakdown of time and costs. As a minimum, the price breakdown must include materials, trades to be employed, the estimated number of manhours, equipment ownership/rental prices, proposed subcontractors, job site overhead, home office overhead including general and administrative expenses, profit, estimated travel, and bond costs. The ROICC will provide the required form for the breakdown as discussed earlier. Per Defense Federal Acquisition Regulation Supplement (DFARS) clause, Pricing of Adjustments (DFARS 52.243-700), and the FAR, Part 31, you must comply with details concerning the allowability of various types of costs. Some items which are not allowable are as follows:

1. The cost of materials furnished by the Government and not paid for by the contractor or any allowance for profit thereon, unless the contract provides otherwise.
2. Interest on deferred payments or on capital.
3. Liquidated Damages of any description.
4. Legal expenses or other expenses involved in presenting claims against the Government.
5. Travel and other similar expenses of company officials and central office employees. These expenses are normally considered as a part of the main office

expense and are not allowed as direct expenses unless travel is clearly shown to be incidental to the change in question

Profit is determined by use of the Weighted Guidelines Method (Form DD 1547), and is no longer set at 6% for modifications but may be less than, equal to, or greater than 6%. For modifications negotiated pursuant to the "Suspension of Work" clause, no profit is allowable. The Weighted Guidelines Method considers the risk to the contractor in the performance, management, and technical areas. Further information on this is available at the ROICC office.

1. Changes of \$500,000 or Less. A sample Estimate for Change Order is shown in Appendix O and should be used as a guide when submitting price proposals for changes of \$500,000 or less. This form includes average overhead computation formula. If you do not wish to use these formulas, you may itemize your overhead costs. If, however, your overhead cost percentage is higher than that allowed under the standard formulas, you must provide an independently prepared audit report, covering at least a current one year period that substantiates the higher overhead percentage for submission to the Defense Contract Audit Agency (DCAA). Combinations of standard and audited overhead rates are not permitted.

2. Changes Exceeding \$100,000. Public Law 87-653, known as the "Truth in Negotiations Act," applies to change order price proposals exceeding \$100,000. SF 1411 cover sheet must be used in submitting these price proposals. Although the form is not fully

adaptable to negotiated construction contract changes, its use is mandatory. Cost elements on the form may be modified by attaching price breakdowns in the standard labor, material, or equipment form normally used in construction. Each proposed price element must be substantiated by attaching separate pages of cost or pricing data supporting that element or stating where it may be found. It is the submission of such data along with your certification which assures compliance with the law. Upon receipt of your proposal, the ROICC will review the SF 1411 for completeness and request an advisory audit report by the DCAA. The final contract modification price will be negotiated after the Audit report has been reviewed by the ROICC and appropriate administrative requirements have been accomplished. As soon as practicable after agreement is reached on the modification price, you must submit to the ROICC one "Certificate of Current Cost or Pricing Data", as described in FAR clause, Cost or Pricing Data (FAR 15.804), and as shown in Appendix P. Change orders in excess of \$100,000 are subject to the General Provisions clause "Price Reduction for Defective Cost of Pricing Data-Modifications-Sealed Bidding" and FAR clause, Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding (FAR 52.214-28, April 85).

3. Caution Against False Claims. In addition to any provision of the contract, contractors are advised to consider the existence and applicability of 18 U.S.C.A. Section 206.287 and 1001 and other laws which prohibit the knowing and intentional submission of false claims or false statements in support of claims.

C. Freedom of Information Act. Under the law, the Government must make available to interested parties certain records when requested. To be certain your modification pricing data is exempt from public release, any proprietary data should be appropriately marked to that effect before submission.

D. Extension of Bond. If your contract is bonded and a modification increases the contract scope or increases the contract price by more than \$50,000 or 25% of the basic contract price, your surety requirement is expanded to require that you extend your bond coverage to cover the change order. In such cases, a "Consent of Surety" statement will be stamped or typed on the change order. You must obtain the signature of your surety company on the statement before returning the modification to the ROICC.

E. Time Extension. Any time a proposal is submitted for a modification, you must indicate in the proposal the number of days to be added to or deleted from the contract time by reason of the changed work. If no change in contract time is needed, you should so state in the proposal. You may initiate a request pursuant to the FAR clause, Default (Fixed Price Construction) (FAR 52.249-10), for additional contract time by reason of delay due to abnormal inclement weather, strikes, fires, floods, epidemics, or other factors beyond your control. Such requests must be submitted to the ROICC and must include the specific reason for the delay, the number of days lost and dates of the delay, some indication that the delay was not concurrent with any other delay, that it was beyond your

control and that of any tier subcontractors. The request must also be substantiated by documentation such as weather bureau reports, statements of subcontractors or suppliers, or other such corroboration as to the nature of the delay. Requests which involve delay in procurement pursuant to the FAR clause, Defense Priority and Allocation Requirements (FAR 52 212-8), must also show that your order was placed within a reasonable time after award of the contract, that all orders properly identified the specified procurement priority rating, that you had reason to expect timely delivery or that conditions made it impossible to obtain timely delivery from any normal source, that you have endeavored to expedite delivery when delay became apparent or that you tried to fill the order elsewhere. Requests based on weather conditions are considered only to the extent that the days of inclement weather during the contract work exceeded the established average for that period. Time extensions may also be considered for any days on which the site was unworkable by reason of previous heavy weather. If the request is approved, a modification will be issued extending the contract time at no change in the contract price.

Section 8. **Payments.**

1. **Schedule of Prices.** Your contract specification paragraph "Schedule of Prices" requires you to submit to the ROICC a detailed breakdown of the contract price giving the quantities, unit prices, and total prices for each of the various kinds of work. The schedule must be based on the actual breakdown of the bid price, including

breakdowns of subcontractor prices. NAVFAC 4330/4, "Schedule of Prices," shown in Appendix Q, shall be used for this purpose. The original plus two (2) copies must be submitted within five (5) days of receipt of the Notice of Award and must be signed by an authorized representative of the contractor. The approved schedule will be used by the ROICC as a guide in approving progress payments, and consequently, the initial progress payment may not be processed prior to approval of the Schedule of Prices. The following guidelines will be used in preparing the price breakdown.

1. A separate cost breakdown must be provided for each facility category code if required by the specification.
2. Each major item of work shall be listed and shall show the unit of measure of the quantity furnished.
3. Prices for material, equipment, and labor shall be listed separately.
4. The mobilization, demobilization, overhead, and profit shall not be shown as separate items but must be pro rated among the various items of work. For contracts over \$1 million, the mobilization line item for construction office set up for the initial project facilities is limited to 5% of the total contract amount. Premiums for performance and payment bonds should be separately itemized if you intend to request specific reimbursement for those costs or part of the first progress payment.
5. The total amount of all itemized costs must equal the exact contract price.

2. Progress Payments. The DFARS clause, Payments Under Fixed Price Construction Contracts (DFARS 52.232-700), describes how payments are made. Progress payments will be made at intervals indicated in your contract, generally monthly, however, the first progress payment may take up to six (6) weeks.

A. Protection of Materials and Work in Place. When a progress payment is made, all work and materials covered by that payment becomes the property of the Government. This fact, however, does not relieve the contractor of the responsibility for protection of that work and material, nor does it waive any right of the Government to require the fulfillment of all of the terms of the contract. Any damage to the work or materials prior to final acceptance shall be corrected by the contractor.

B. Labor Prerequisite. All requirements of the Labor Standards Provisions must be met as a condition precedent to progress payments. This includes submission of all payroll records and statements of compliance for the period covered by the invoice. These are addressed in Section 5 of this handbook.

C. Material on Site. Payment may be made for 100% of the cost of material on site, but not yet incorporated in the work, if the contractor has clear title to the material. This cost cannot be taken directly from the Schedule of Prices since overhead and profit included in the schedule of prices figure are not part of the actual material cost. When payment is made for materials on site, an amount equivalent to such payment shall be deducted by the ROICC from the appropriate Schedule of Prices items so that future payments will not include material costs previously reimbursed. Material delivered to the contractor at locations other than the site may also be taken into consideration if such consideration is specifically authorized by the contract, and if the contractor

furnishes satisfactory evidence that he/she has acquired title to such material and that it will be utilized on the work covered by this contract.

D. Invoice. To request a progress payment, you must submit an original copy of form NAVFAC 7300/30, "Contractor's Invoice," as shown in Appendix R. If you are requesting payment for stored materials not yet incorporated in the work, you must enclose with your invoice proof of clear title to such material. If you are requesting reimbursement for premiums paid on performance and payment bonds, you must inclose evidence of full payment to the surety.

E. Retention. Normally, due to satisfactory progress, no retention is withheld. Retention up to 10% of the amount of payment may be withheld if there is not satisfactory progress. While not considered "retention" per se, in order not to pay for work not yet done, the ROICC may specifically identify reductions in the amount of payment by marking up line items in the contractor's estimate to reflect the completed work for the basis of payment. Similarly, the ROICC may retain an administrative reduction for missing payrolls and labor documents.

3. Progress Charts. With each invoice, you must submit an updated work schedule indicating items completed and setting forth any revised timetable for the remaining work. This work schedule, in conjunction with the schedule of prices, will enable the ROICC to estimate progress payment amounts and project whether the work

will be completed within the contract time. Failure to submit the updated schedule may result in the ROICC withholding approval of the progress payment.

4. Final Payment. Upon completion of the work, including submission of acceptable "As Builts", and upon acceptance by the Government, the balance due on the contract less any liquidated damages or claims against the contractor, shall be paid by the Government. A deductive modification will be issued to reflect any liquidated damages. Prerequisites to final payment is the submission of a Contractor's Invoice for the balance of the contract price and the execution of a final release of claims against the Government. The release shall be executed in four (4) copies on form NAVFAC 4330/7 as shown in Appendix S.

Section 9 Contract Completion.

1. Substantial Completion. A facility is substantially complete when it has reached a stage in its construction where it can be put to the use for which it is intended, even though minor items remain to be completed in order to fully conform to the contract documents. The term "substantial completion" implies that there is work remaining to be done and that the contract is not complete. Section 8 discusses the disbursement of retained monies at substantial completion.

2. Prefinal Inspection. The prefinal inspection is a procedure where the Government is assured that the project has been completed in accordance with the plans and specifications prior to the

final acceptance inspection. A well organized prefinal inspection will expedite the final inspection and acceptance process. The prefinal inspection should not be viewed as a means for you to ascertain what must be accomplished to complete the contract, but rather an explanation of the minimum standards that will be accepted to conform with the contract requirements. Strict compliance with the contract is your responsibility and all fine tuning of the contract, i.e., painting, lighting, touch up, equipment, panel labeling, testing, etc., should be completed before requesting the prefinal inspection. When you feel that the project or a phase of the project, when applicable, is ready for prefinal inspection, the ROICC Construction Representative (Con Rep) assigned, the project superintendent and/or the CQC Representative should

1. Set a time and location to start the inspection.
 2. Have a copy of the plans and specifications at the time of meeting
 3. Ensure each punch list item states the deficiency, its location and the drawing or specification sections applicable to the problem.
- During the initial inspection, if the "punch list", or list of deficiencies, becomes lengthy, the Con Rep will stop the inspection recommending that further fine tuning be accomplished. At the completion of the project, a record of the efforts taken by you to finalize the work will be used to provide an evaluation of your performance.

3. Final Inspection and Acceptance. When the work is complete, the contractor must request a final inspection. Although day to day job inspections are done by the Government Construction

Representative (ConRep), the final inspection will be conducted by the ROICC and/or his/her Project Manager, the Activity Commanding Officer or his/her representative, and the contractor or his/her representative. The "punch list" will be generated during the time of this inspection. As each item is completed, it shall be jointly signed off by the contractor and the Con Rep. The ROICC will provide a letter of acceptance to the contractor after completion and inspection of all work required by the contract. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the Government's rights under any warranty or guarantee as stated in FAR clause, Inspection of Construction (FAR 52.246-12).

4. Use by the Government Before Completion. Under the provisions of the FAR clause, Use and Possession Prior to Completion (FAR 52.236-11), the Government may take possession of or use completed or substantially completed portions of the work prior to acceptance. In such a case, you will be relieved of the responsibility for any loss or damage to the work resulting from the Government's possession or use. An equitable adjustment may be made in the contract price and/or time if possession or use by the Government delays the progress of the work or causes additional expense to you. On that portion of the work in possession or use by the Government, the warranty period will commence on that date which is also known as the Beneficial Occupancy Date (BOD).

5. As Built Drawings. If your contract contains a General Paragraphs clause "Record Drawings", "As Built Drawings", or similar

clause, you must during construction, continuously update at least one set of contract drawings by marking in red the actual "as built" conditions where they differ from the conditions shown on the contract drawings. The updates should include manufacturers brands, types, or classes, etc. This process, in effect, transcribes all changed information onto the drawings for use by the Government in future maintenance, repair, and alteration work. The as built shall be turned over to the ROICC during the final inspection. You are not expected to make new drawings. Reproducible drawings are provided at the start of the contract to enable you to make copies of the contract drawings as needed.

6. As Built Record of Materials Used. You are required to furnish an as built record of materials used on the project which shall be keyed to the areas and spaces depicted on the contract drawings showing brands, manufacturers, types, classes, etc. Final payment will not be processed until this record is received and approved by the ROICC.

7. Contract Close Out. Immediately following the final inspection and the facility found acceptable, the ROICC will advise you officially, in writing, that the facility has been accepted and that the effective date for the commencement of the warranty period is the date of the acceptance. Also, in this letter, any deficiencies outstanding at the time of the final inspection will be provided. You will be requested to correct these items within thirty (30) days or other mutually agreed time schedule. There are many forms besides

the contractors release that are required to be filled out by the contractor before final payment can be approved by the ROICC. Each ROICC office is staffed to supply you with these forms and assist you in filling them out upon your request. The following items must be provided by you as the contractor before the paperwork can begin to be filled out:

1. New equipment guarantee and warrant information such as effective dates, documents, equipment types, addresses and phone numbers of all subcontractors and/or equipment suppliers or manufacturers specifically designated in writing by the contractor for direct contact.
2. Manufacturer's spare parts catalogs and as built records of materials in quantities specified in the contract.
3. Operating and Maintenance (O&M) Manuals
4. Keys to doors, special enclosures, water valves and fire hydrants and other detached special appliances required for operation and maintenance of the facility.
5. As built drawings.
6. Government Furnished Property (GFP) records
7. Test certificates performed during the progress of the project.
8. Complete start up testing of systems, with a list of instructor names and the type of instructions provided to the Government Operating/Maintenance personnel.

8. Guarantees and Warranties. Under the FAR clause, Warranty of Construction (FAR 52.246-21), the contractor warrants the equipment, material, workmanship, and design, provided by the contractor or any subcontractors or suppliers to be free of defects for a period of one year form the date of final acceptance. Any repair

or replacement made under the terms of the warranty are also warranted for one year from the date of repair or replacement. The warranty period is covered by the contractor's Performance Bond. Special features of construction such as roofs may have extended warranties specified for a period greater than one year. Check your contract for these types of warranties. You must submit the properly completed extended warranty as specified in the contract prior to final acceptance of the project.

Section 10. **Miscellaneous.**

1. **Checklist for Contract Completion.** To assist you in monitoring the execution of the administrative requirements of your contract, a checklist is provided in Appendix U. This checklist is not intended to be all inclusive nor is every listed item applicable to all contracts. Each item on the list is followed by a page number indicating the page in this handbook where information pertinent to that item may be found. It is recommended you reproduce copies of the checklist and tailor them to suit your particular contract.

2. **Utilities.** Your contract may contain a FAR clause, Availability and Use of Utility Services (FAR 52.236-14), important sections of which are discussed below:

A. **Contractor Supplied.** If there is no provision for Government utilities in your contract, you are responsible for providing your own utilities. This does not mean that you cannot approach the Government for utility services, but it does mean that the Government is under no obligation to provide them.

B. Government Supplied. If your contract specifically makes Government utilities available for you use, you will be allowed to connect to the applicable utilities at the place and in the fashion required by your contract, at no cost to the Government. You will be charged for utilities consumed, unless your contract states otherwise, and you may have to provide meters where necessary to determine those charges.

C. Interruption of Government Owned Utilities. As required by the specification paragraph "Order of Work", a request for cutoff of Government owned utilities to make tie in connections or changeovers shall be submitted in writing to the ROICC. This request must be made at least fifteen (15) calendar days in advance, unless the ROICC or your contract requires otherwise.

3. Storage Trailers, Buildings, Shops, Offices and Sanitation Facilities. The need for sanitary convenience for the use of persons employed on the contract will vary depending on the nature and location of the work. The General Paragraph entitled "Sanitation" addresses requirements pertinent to contractor provided facilities. In some cases, the use of existing Government sanitary facilities may be allowed by the ROICC, in which case, you will be expected to bear some responsibility for the maintenance and cleanliness of those facilities. Compliance with the sanitation requirements of the US Army Corps of Engineers' Safety and Health Requirements Manual is mandatory.

4. Value Engineering. Under the terms of the FAR clause,

Value Engineering-Construction (FAR 52.248-3), it is recommended that you propose changes to the contract whereby the end product of construction is achieved at a lesser cost. Proposals are considered based on initial dollar savings and operational and maintenance savings over the expected life of the project. If the Government accepts your proposal, you will share in the savings as described in the above named clause. Submission of proposals must be made in five (5) copies on the form shown in Appendix J, Value Engineering Change Proposal (VECP).

5. Incentive Awards. It is considered that encouragement and praise in the form of certificate awards will provide an incentive to meet contract deadlines and stimulate high performance, as well as improve contractor relationships and insure recognition of contractors, whether they be individuals or organizations, whose contract performance warrants recognition. Under this program, recognition is restricted to contractors for noteworthy accomplishments in excess of contract requirements in one or a combination of the areas below:

1. Continued high standards of performance over a long period of time.
2. Speed of accomplishment.
3. Significant savings of money to the Government.
4. Cooperation beyond the terms of the contract to serve the convenience of the Navy and the Government

A. Types of Awards.

1. Commander's Certificate of Commendation. This is the highest NAVFAC award that may be granted to a contractor

It is awarded to contractors who have performed on a contract in an outstanding manner. The Certificate is signed by the Commander, Naval Facilities Engineering Command.

2. Certificates of Appreciation. This award is granted to contractors who have performed on a contract in a meritorious manner. It is issued and signed by the Commanding Officer, Chesapeake Division, Naval Facilities Engineering Command.

6. Contract Compliance Notice. Hopefully, with good understanding and communication between the Government and the contractor, potential construction deficiencies will be avoided. However, if it becomes necessary, the Navy may issue a "Construction Contract Non Compliance Notice" as shown in Appendix V. This Notice is not considered routine. It is usually restricted to contract deficiencies that require correction before proceeding with new work and/or those deficiencies the contractor is reluctant to correct. This form is issued by the ROICC or his designated representative to the contractor's representative, usually the superintendent or CQC Representative, along with instructions for completing the Notice. The contractor is required to acknowledge receipt of the Notice by signing it, recording on it the corrective action taken, and returning one copy of it to the Government.

7. Fire Protection System Inspections. The Commander of the Chesapeake Division, Naval Facilities Engineering Command, assigns to the Fire Protection Engineering Branch (Code 408) the responsibility for inspecting, testing and recommending for approval all fire

protection installations and devices before acceptance by the Navy. All shop drawings and literature pertaining to fire protection systems shall be forwarded via the ROICC to the Commander, Chesapeake Division, Naval Facilities Engineering Command (ATTN: Code 05) for review and approval by Code 4048. Prior to starting the installation, verification should be made by the Con Rep that submitted detailed, working drawings and catalogs of equipment have been reviewed and approved by the Fire Protection Engineering Branch. The submittal should be checked to ensure approval has been granted. During installation of the fire protection system the Con Rep is responsible for inspecting the work to assure that the system is being installed in accordance with the approved drawings and descriptive literature. On CQC projects, the CQC Representative will perform routine inspections with the Con Rep. When the fire protection installation has been completed, the Con Rep shall witness a prefinal inspection and conduct a complete operational test of the entire system. Upon verification that the system functions properly, the contractor should submit, in writing, that the system has been tested and is ready for final inspection providing the dates and times to perform the final tests and inspections. Once the notice is received from the contractor, the ROICC will set up the final inspection and acceptance tests through the proper channels, and may request the Con Rep to notify the contractor, his/her subcontractors and manufacturer's representative in writing.

The minimum personnel recommended to attend the final

operational tests are:

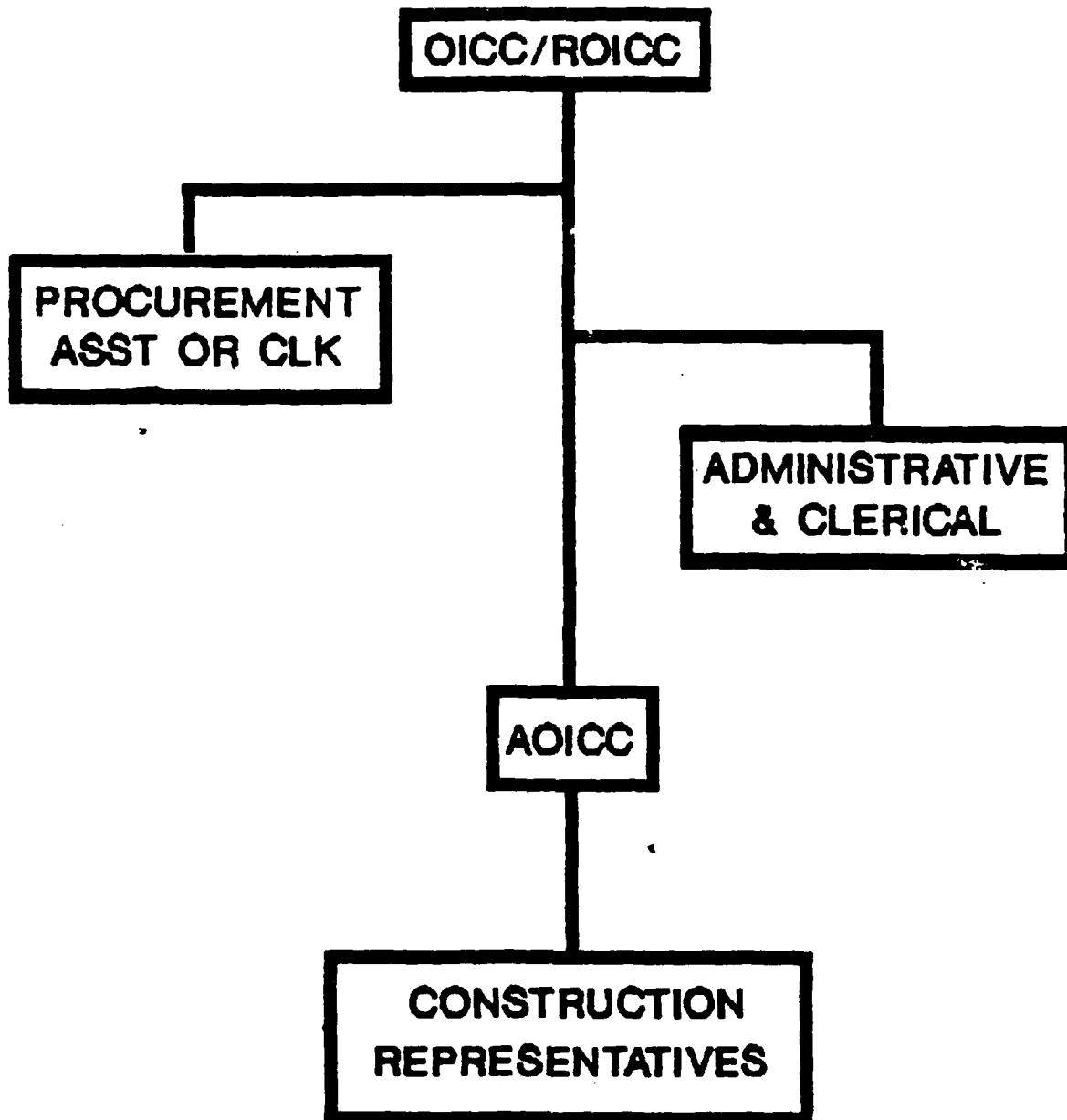
1. Prime Contractor Representative
2. CQC Representative on CQC projects
3. Manufacturer Representative when required.
4. Subcontractor, if applicable
5. CHESNAVFACENGCOM Fire Protection Engineer
6. ROICC
7. Construction Representative.
8. Fire Department Representative
9. Representative of the using Activity

8. Contractor Evaluation. Upon completion of the project, the ROICC will prepare a contractor performance evaluation based on performance elements of contractor quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The ROICC will advise the contractor prior to preparing an unsatisfactory performance evaluation to allow contractor's comments to be addressed in the ROICC evaluation. Contractor awareness and compliance to contractor responsibilities should prevent unsatisfactory performance

APPENDICES

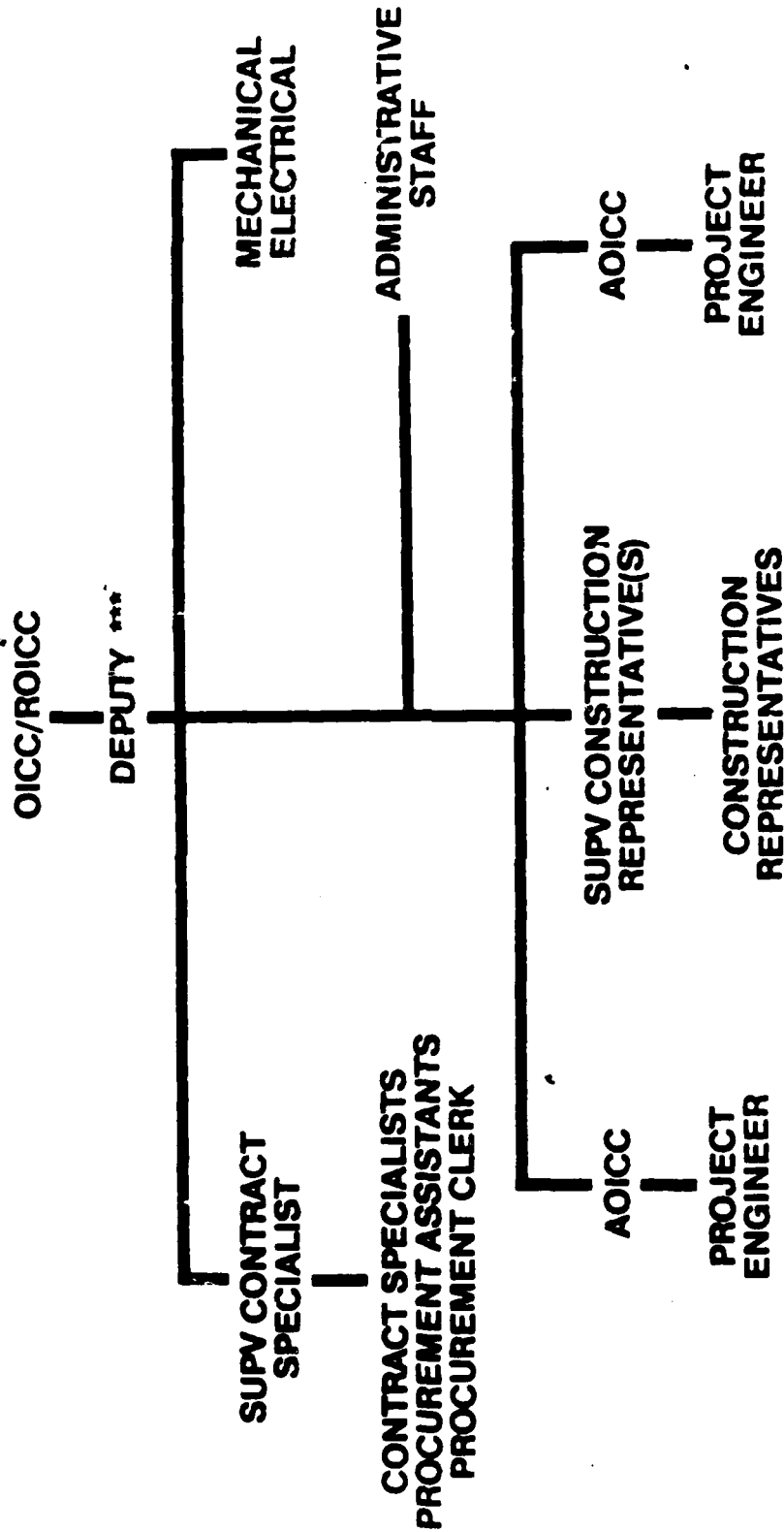
- A. Typical ROICC Contracts Office Organizational Charts (Jan 88)
- B. Performance and Payment Bonds-SF 25 and 25-A (10-83)
- C. Statement and Acknowledgement-SF 1413 (10-83)
- D. Daily Report to Inspector-NAVFAC 11013/10 (1-74)
- E. Contractor Quality Control (CQC) Checklist (12-87)
- F. CQC Daily Report (No Date)
- G. Department of Labor Wage Poster (Nov 83)
- H. Equal Employment Opportunity Commission Poster (1984)
- I. Statement of Compliance-DD Form 879 (Nov 68)
- J. Payroll Form WH-347 (1-68)
- K. Request for Authorization of Additional Classification and Rate-SF 1444 (10-87)
- L. Labor Standards Interview-SF 1445 (10-87)
- M. Sample CQC Submittal Status Log (No Date)
- N. Estimate for Change Order-NAVFAC 4330/43 (6-82)
- O. Sample Change Order Proposal (March 1988)
- P. Certificate of Current Cost or Pricing Data (No Date)
- Q. Schedule of Prices (Construction Contract)-NAVFAC 4330/4 (10-77)
- R. Naval Facilities Engineering Command, Contractor's Invoice-NAVFAC 7300/30 (10-81)
- S. Contractor's Release-NAVFAC 4330/7 (6-72)
- T. Value Engineering Change Proposal (VECP) (No Date)
- U. Checklist for Contract Completion (1988)
- V. Construction Contract Non Compliance Notice-NAVFAC 4330/36 (7-87)

CONSTRUCTION CONTRACT ADMINISTRATION
ELEMENT
SMALL FIELD CONTRACT OFFICE



(FROM NAVFAC P-445, JAN 88)

Construction Contract Administration Element Large/Medium Field Contract Office



***DEPUTY - MAY BE A MILITAR; OR CIVILIAN WHO SERVES
AS RESIDENT ENGINEER AND/OR OFFICE MANAGER

PERFORMANCE BOND <i>(See instructions on reverse)</i>		DATE BOND EXECUTED (Must be same or later than date of contract)																	
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION																	
SURETY(IES) (Name(s) and business address(es))		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.		
PENAL SUM OF BOND																			
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																
CONTRACT DATE	CONTRACT NO.																		

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE,

The above obligation is void if the Principal —

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS.

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
Signature(s)	1. _____	2. _____	Corporate Seal	
	(Seal)	(Seal)		
Name(s) & Title(s) (Typed)	1. _____	2. _____		
INDIVIDUAL SURETY(IES)				
Signature(s)	1. _____	2. _____		
	(Seal)	(Seal)		
Name(s) (Typed)	1. _____	2. _____		
CORPORATE SURETY(IES)				
SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____	2. _____	
	Name(s) & Title(s) (Typed)	1. _____	2. _____	

NSN 7540-01-132-8060
 PREVIOUS EDITION USABLE

25-106

STANDARD FORM 25 (REV. 10-63)
 Prescribed by GSA
 FAR (48 CFR 53.228 (b))

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
--------------	---	-------------------------	-------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 28 BACK (REV. 10-83)

PAYMENT BOND <i>(See instructions on reverse)</i>		DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>													
PRINCIPAL <i>(Legal name and business address)</i>		TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; padding: 2px;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%; padding: 2px;">MILLION(S)</td> <td style="width: 25%; padding: 2px;">THOUSAND(S)</td> <td style="width: 25%; padding: 2px;">HUNDRED(S)</td> <td style="width: 25%; padding: 2px;">CENTS</td> </tr> <tr> <td colspan="4" style="padding: 2px;">CONTRACT DATE CONTRACT NO.</td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	CONTRACT DATE CONTRACT NO.			
PENAL SUM OF BOND															
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS												
CONTRACT DATE CONTRACT NO.															

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a sub-contractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
Signature(s)	1.	2.	Corporate Seal	
	(Seal)	(Seal)		
Name(s) & Title(s) <i>(Typed)</i>	1.	2.		
INDIVIDUAL SURETY(IES)				
Signature(s)	1.	2.	(Seal)	
	(Seal)	(Seal)		
Name(s) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	Name & Address	1.	2.	Corporate Seal
	Signature(s)	1.	2.	
	Name(s) & Title(s) <i>(Typed)</i>	1.	2.	
STATE OF INC.		LIABILITY LIMIT \$		

NSN 7540-01-152-8061
 PREVIOUS EDITION USABLE

25-204

STANDARD FORM 25-A (REV. 10-63)
 Prescribed by GSA
 FAR (48 CFR 53.228(c))

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270 a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25-A BACK (REV. 10-83)

STATEMENT AND ACKNOWLEDGMENT			FORM APPROVED OMB NO. 3090-0119		
PART I - STATEMENT OF PRIME CONTRACTOR					
1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)			
<p>6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____</p> <p>to the subcontractor identified in Item 5, for the following work:</p>					
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR					
7. PROJECT		8. LOCATION			
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)		11. DATE SIGNED		
<p>12. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds </td> <td style="width: 50%; vertical-align: top;"> Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment </td> </tr> </table>				Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment
Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction Payrolls and Basic Records Withholding of Funds	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Regulations Subcontracts Contract Termination-Debarment				
13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY					
14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)		16. DATE SIGNED		

NSN 7540-01-151-4287
1413-101

STANDARD FORM 1413 (10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.222(e)

Copy available to DTIC does not
permit fully legible reproduction

Review CQC report and daily report to Inspector, verify by spot checking work in place or progress, equipment, and material delivered to site; observe testing procedures, review CQC Records

1 DATE
2 REPORT NO

3. CONTRACT NO	4. SHORT TITLE	5. PLACE
6. CONTRACTOR	7. SUPERINTENDENT	8. COC REPRESENTATIVE

ITEMS OBSERVED/INSPECTED

[illegible]

Appendix D 3/4

12. JOB SAFETY (Unconnected hazards - lost time accidents)

13. INSTRUCTIONS GIVEN CQC REPRESENTATIVE/SUPERINTENDENT (Follow up in writing)

14. DEFICIENCIES NOTED (Attach Contract Construction Compliance Notice, NAVFAC 4330/36)

15. REMARKS (Visitors, delays, problem areas, job progress, fires, field changes, change orders, adherence to CQC plan, CQC Records)

16. SIGNATURE OF CONSTRUCTION REPRESENTATIVE

CONTRACTOR QUALITY CONTROL CHECKLIST
CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
I. CQC PLAN (4)copies)	_____	_____
A. CQC representative and CQC staff qualifications	_____	_____
B. CQC representative appointment letter detailing authority, responsibilities and duties. This letter must include the authority to direct removal and replacement of any defective work.	_____	_____
C. CQC organization chart	_____	_____
D. List of names of the CQC staff including their authority, responsibilities and duties	_____	_____
E. List of outside testing labs employed by the contractor including scope of services to be provided	_____	_____
F. List of consulting firms employed by the contractor including scope of services to be provided.	_____	_____
G. Testing Log	_____	_____
H. CQC Daily Report Form	_____	_____
I. Testing Laboratory Approval	_____	_____
1. Functional description of lab's organizational structure	_____	_____
2. List and resume of testing lab personnel	_____	_____
3. Affidavit of compliance with applicable that all lab work will be performed in accordance with contract technical specs.	_____	_____

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
4. List of inspection equipment corresponding to each test noted in the testing log and equipment calibration certificate	_____	_____
5. Certification from a nationally recognized agency (i.e. WACEL, CCRL, etc.)	_____	_____
6. Affidavits for special inspections must be submitted to the Contracting Officer before progress payments for the work are approved	_____	_____
J. Submittal Review Procedure including names of persons authorized to sign submittals for the contractor	_____	_____
K. Submittals status log	_____	_____
L. Procedure for handling variations from contract requirements i.e. why, where, warrants of compatibility and expense.	_____	_____
M. Specification matrix indicating who the authorized submittal reviewer, inspector, and testing lab personnel (both on site and factory) will be for each technical specification section	_____	_____
N. Inspection schedule keyed to the construction schedule that follows the order to the technical specification sections	_____	_____
O. Non-Compliance check-off list (deficiencies)	_____	_____
P. As-built drawing statement. One full-size set of marked contract drawings to be submitted to ROICC after completion of construction	_____	_____

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
II. INSPECTION SCHEDULE (must be keyed to to the construction schedule)		
A. Preparatory inspection procedures		
B. Initial inspection procedures		
C. Follow-up inspection procedures		
D. Special inspection and documentation procedures in the technical specification sections, if applicable		
E. Specific statement in the CQC reports indicating that any designs and/or certifications for formwork, falsework, or erection procedures were inspected by a Professional Structural or Civil Engineer, if applicable		
F. CQC scheduling procedures for off-site factory inspections. All factory inspections must be documented on the CQC report		

CQC CHECK LIST

<u>ITEM</u>	<u>CHECKED/APPROVED BY</u>	<u>DATE</u>
III. INITIAL CQC MEETING		
A. Define Quality Control, Quality Assurance and Inspection	_____	_____
B. Schedule of future weekly or biweekly CQC meetings. The CQC representative and superintendent must be in attendance. CQC representative shall take minutes of meetings and forward three (3) copies to the ROICC office.	_____	_____
C. CQC representative certification Compliance statement on the CQC daily report	_____	_____
D. CQC representative test result certification statement	_____	_____
E. Preparatory work allowed prior to approval of the CQC plan is mobilization which includes surveying for location of contractor's offices, laydown areas, and temporary facilities plus installation of temporary facilities	_____	_____
F. Procedures for removal of a disqualified CQC representative at the request of the Contracting Officer	_____	_____
G. CQC representative shall be on site at all times during work progress	_____	_____
H. CQC representative must constantly update the Submittal Status Log	_____	_____

CONTRACTOR'S QUALITY CONTROL DAILY REPORT					DATE	
CONTRACT NO.			TITLE AND LOCATION			REPORT NO.
CONTRACTOR (Prime or Subcontractor)					NAME OF SUPERINTENDENT OR FOREMAN	
WEATHER					TEMPERATURE °F	
WEATHER EFFECTS						
PRIME CONTRACTOR/SUBCONTRACTOR WORKFORCE <small>(If space provided below is inadequate, use additional sheets)</small>				LOCATION AND DESCRIPTION OF WORK PERFORMED		
NUMBER	TRADE	HOURS	EMPLOYER			
TOTAL WORK HOURS ON JOB SITE THIS DATE			WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", A COPY OF THE COMPLETED OSHA REPORT IS REQUIRED			
CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT						
TOTAL WORK HOURS FROM START OF CONSTRUCTION						
INSPECTION AND/OR TESTING PERFORMED TODAY - FOLLOW WITH REPORT			LOCATION AND/OR ELEMENT OF WORK		REMARKS RESULTS OF INSPECTIONS/TESTING	
SPEC. PARA. AND/OR DRAWING NO.		EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB <small>(Description, Size, Quantity)</small>			SUBMITTAL NO. OR CERTIFICATION	

Sheet 1 of 1

SPEC PARA AND/OR DRAWING NO	LOCATION AND DESCRIPTION OF DEFICIENCIES (Materials, Equipment, Safety, and/or Workmanship) ACTION TAKEN OR TO BE TAKEN			
DEFICIENCIES CORRECTED THIS DATE			REFERENCE	
			REPORT NO.	COMPLIANCE NOTICE NO
CONSTRUCTION AND PLANT EQUIPMENT LEFT ON JOB SITE UNTIL USE IS COMPLETED				
DESCRIPTION	DATE FIRST ON JOB (First time only)	HOURS WORKED THIS DATE	HOURS IDLED	DATE OF FINAL REMOVAL FROM JOB SITE
CONSTRUCTION AND PLANT EQUIPMENT NOT LEFT ON JOB SITE PERMANENTLY (This will include pickup trucks and mobile mounted items, such as compressor, that are also used for transportation to and from the job)				
DESCRIPTION		HOURS WORKED	HOURS IDLED	
REMARKS (Include directions received from ROICC/ARICC, visitors, compliance notices received, errors and/or omission in P/S, pertinent information)				
<p>On behalf of the contractor, I certify that this report is complete and correct and all equipment and material used and work performed during this reporting period are in compliance with the contract plans and specifications to the best of my knowledge except as noted above.</p>				
AUTHORIZED COC REP AT SITE			DATE	
CONSTRUCTION REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THIS REPORT				
CONSTRUCTION REPRESENTATIVE			DATE	

Back

Copy available to DTIC does not
permit fully legible reproduction



NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week—whichever is greater. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration

Equal Employment Opportunity is...

THE LAW

Private Employment, State and Local Government, Educational Institutions

Race, Color, Religion, Sex, National Origin

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

Applicants to and employees of most private employers, State and local governments and public or private educational institutions are protected. Employment agencies, labor unions and apprenticeship programs also are covered.

Age

The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees aged 40-70 from discrimination in hiring, promotion, discharge, pay, fringe benefits and other aspects of employment. The law covers most private employers, State and local governments, educational institutions, employment agencies and labor organizations.

Sex (wages)

In addition to the sex discrimination prohibited by Title VII of the Civil Rights Act (see above) The Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers most private employers, State and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

If you believe that you have been discriminated against under any of the above laws, you should immediately contact:



**The U.S. Equal Employment
Opportunity Commission**
2401 "E" Street, N.W.
Washington, D.C. 20507
or an EEOC District Office,
listed in most telephone
directories under U.S. Government.

Employers holding Federal contracts or subcontracts

Race, Color, Religion, Sex, National Origin

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Handicap

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified handicapped individuals who, with reasonable accommodation, can perform the functions of a job.

Vietnam Era and Disabled Veterans Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974

prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the authorities above. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act or Section 402 of the Vietnam Era Veterans Readjustment Assistance Act should contact immediately:



**The Office of Federal
Contract Compliance
Programs (OFCCP)
Employment Standards
Administration**

U.S. Department of Labor

800 Constitution Avenue, N.W.
Washington, D.C. 20210
or an OFCCP regional or area office,
listed in most telephone directories
under U.S. Government, Department of
Labor.

Programs or activities receiving Federal financial assistance

Handicap

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who, with reasonable accommodation, can perform the essential functions of a job.

Race, Color, National Origin

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

If you believe you have been discriminated against in a program which receives Federal assistance, you should immediately contact the Federal agency providing such assistance.

**Don't
Forget...
Equal
Employment
Opportunity
is the Law!**

STATEMENT OF COMPLIANCE

PAYROLL NUMBER	PAYROLL PAYMENT DATE	CONTRACT NUMBER
Date _____		
I, _____ do hereby state:		
<small>(Name of signatory party)</small>	<small>(Title)</small>	
(1) That I pay or supervise the payment of the persons employed by _____		
<small>(Contractor or subcontractor)</small>		
on the _____; that during the payroll period commencing on the _____ day of _____,		
<small>(Building or work)</small>		
_____ , 19____ and ending the _____ day of _____ , 19____ , all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person		
<small>(Contractor or subcontractor)</small>		
and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
(4) That:		
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS		
<input type="checkbox"/> - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.		
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH		
<input type="checkbox"/> - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.		
(c) EXCEPTIONS		
<small>EXCEPTION (Craft)</small>	<small>EXPLANATION</small>	
REMARKS		
<small>NAME AND TITLE</small>	<small>SIGNATURE</small>	
	Appendix I 1/2	
The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 16 and Section 231 of Title 31 of the United States Code.		

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

CONTRACTORS WHO PAY ALL REQUIRED FRINGE BENEFITS:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

CONTRACTORS WHO PAY NO FRINGE BENEFITS:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

USE OF SECTION 4(c), EXCEPTIONS:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

[illegible]

Date _____

I, _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or subcontractor) _____ on the _____
_____ (Building or work)
_____ : that during the payroll period commencing on the
day of _____ 19____ and ending the _____ day of _____ 19____
all persons employed on said project have been paid the full weekly wages earned, that no rebates
have been or will be made either directly or indirectly to or on behalf of said _____.

_____ (Employer or subcontractor) _____ from the full
weekly wages earned by any person and that no deductions have been made other directly or
indirectly from the full wages earned by any person, other than permissible deductions as defined
in Regulation, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland
Act, as amended (48 Stat. 948; 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and de-
scribed below:

(2) That any payments otherwise under this contract required to be submitted for the above
period are correct and complete; that the wage rates for laborers or mechanics contained therein
are not less than the applicable wage rates contained in any wage determination incorporated into
the contract; that the classifications set forth therein for each laborer or mechanic conform with the
work to be performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency
exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Depart-
ment of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ ---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the

contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ ---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE _____ SIGNATURE _____

THE SIGNED REPRESENTATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR TO PENALTY UNDER SECTION 311 OF TITLE 18 OF THE UNITED STATES CODE.

**Copy available to DTIC does not
permit fully legible reproduction**

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE				FORM APPROVED ONE NO. 1000-008	
				CHECK APPROPRIATE BOX	
				<input type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> CONSTRUCTION CONTRACT	
NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST IN QUADRUPPLICATE TO THE CONTRACTING OFFICER					
1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210			2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST	
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)	
10. SUBCONTRACTOR (IF ANY)					
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)					
12. LOCATION (CITY, COUNTY AND STATE)					
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION					
NUMBER		DATED:			
a. LIST IN ORDER PROPOSED CLASSIFICATION TITLE(S), JOB DESCRIPTION(S), DUTIES, AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)			b. WAGE RATE(S)		c. PRIME BENEFITS PAYMENTS
(Use reverse or attach additional sheets, if necessary)					
14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)			15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE		
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE			TITLE		CHECK APPROPRIATE BOX—REFERENCE BLOCK 13 <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE—SEE FAR 22.1010 (SCA) OR FAR 22.400-3 (DBA))					
<input type="checkbox"/> THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED					
<input type="checkbox"/> THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED (Send copies 1, 2, and 3 to Department of Labor)					
SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE			TITLE AND COMMERCIAL TELEPHONE NO.		DATE SUBMITTED

NSN 7540-01-200-0631

DEPARTMENT OF LABOR

GPO 1987 200-498 (M)

 STANDARD FORM 1444 (10-87)
 Prescribed by GSA
 FAR (48 CFR) 53.222(f)
 1444-101

LABOR STANDARDS INTERVIEW			FORM APPROVED OMB NO. 9000-0089	
CONTRACT NUMBER		EMPLOYEE'S NAME (Last, First, M.I.)		
NAME OF PRIME CONTRACTOR		EMPLOYEE'S ADDRESS (Street, City, State, ZIP Code)		
NAME OF EMPLOYER		WORK CLASSIFICATION		WAGE RATE
		SUPERVISOR'S NAME (Last, First, M.I.)		
DO YOU WORK OVER 8 HOURS PER DAY?				(Check Box) YES <input type="checkbox"/>
DO YOU WORK OVER 40 HOURS PER WEEK?				YES <input type="checkbox"/>
ARE YOU PAID AT LEAST TIME AND A HALF FOR OVERTIME HOURS?				YES <input type="checkbox"/>
ARE YOU RECEIVING ANY CASH PAYMENTS FOR FRINGE BENEFITS REQUIRED BY THE POSTED WAGE DETERMINATION DECISION?				YES <input type="checkbox"/>
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?				
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?				
HOURS	WHAT DATE (YYMMDD) WAS THAT?			
WHAT TOOLS DO YOU USE?				
WHEN DID YOU BEGIN WORK ON THIS PROJECT (YYMMDD)?				
I HAVE READ THE ABOVE AND CERTIFY IT TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.				
EMPLOYEE'S SIGNATURE				DATE (YYMMDD)
INTERVIEWER'S SIGNATURE				DATE (YYMMDD)
INTERVIEWER'S COMMENTS				
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED				
IS EMPLOYEE PROPERLY CLASSIFIED AND PAID? (If additional space is needed, use comments section)				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
ARE WAGE RATES AND POSTERS DISPLAYED?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
FOR USE BY PAYROLL CHECKER				
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
COMMENTS				
DATE OF CHECK (YYMMDD)	NAME OF CHECKER (Last, First, M.I.)	JOB TITLE	SIGNATURE	

"SEE INSTRUCTIONS ON REVERSE BEFORE FILLING IN"

FOIA b 7 - D

[illegible]

INSTRUCTIONS

1. This form may be used by the Contractor for listing all material submittals that require action by either the contractor or the government.
2. Column (a) through (e) should be completed by the contractor and must include all submissions that are required by the specifications. This partially completed form then becomes the submittal log portion of the CQC Plan.
3. As submittals are received and processed, the remaining columns are to be completed by the contractor.
4. In those instances where the contractor has approved the submittal under his contract responsibility, there may be a dual Action Code indicated under column (f); e.g., "A/E", indicating approved as submitted and forwarded to the ROICC for record purpose.
5. In column (f) for those items requiring ROICC action (Action Code "D"), the reason for forwarding to the ROICC should be entered in the column (f), the Remarks column; e.g., gov't approval required; waiver requested because of variance substitution, etc.
6. Where no government action is required (for contractor review/approval items), there need be no entry in columns (h) and (i).
7. Column (j) is completed when material or equipment is delivered to the project. Column (k) is completed only after verification that the delivered item is that represented by the approved submittal.

ACTION CODE: To be used when completing columns (f) and (h)

- | | |
|---------------------------|---|
| A - Approved as submitted | D - Forwarded to ROICC for action |
| B - Approved as noted | E - Forwarded in ROICC for record purpose |
| C - Disapproved | |

ESTIMATE FOR CHANGE ORDER (Less than \$500,000)

19 MAR 1984

NAVFAC 4330/43 (6/82)

CONTRACT #		CONTRACT TITLE		DATE
CHANGE DESCRIPTION				
PRIME CONTRACTOR'S WORK				REVISION
1. LABOR				
2. FRINGE BENEFITS				
3. MATERIAL (incl. sales tax)				
4. RENTAL EQUIPMENT (incl. sales tax)				
5. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT				
6. SUB-TOTAL (1 + 2 + 3 + 4 + 5)				
7. FIELD OVERHEAD (10% of line 6)				
8. LIABILITY & COMPENSATION INS. (% of line 1)				
9. SUB-TOTAL (6 + 7 + 8)				
10. HOME OFFICE OVERHEAD (3% of line 9)				
11. EQUIPMENT OWNERSHIP EXPENSE				
12. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 1)				
13. SUB-TOTAL (9 + 10 + 11 + 12)				
REMARKS				
SUB-CONTRACTOR'S WORK				
14. LABOR				
15. FRINGE BENEFITS				
16. MATERIAL (incl. sales tax)				
17. RENTAL EQUIPMENT (incl. sales tax)				
18. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT				
19. SUB-TOTAL (14 + 15 + 16 + 17 + 18)				
20. FIELD OVERHEAD (10% of line 19)				
21. LIABILITY & COMPENSATION INS. (% of line 14)				
22. SUB-TOTAL (19 + 20 + 21)				
23. HOME OFFICE OVERHEAD (3% of line 22)				
24. EQUIPMENT OWNERSHIP EXPENSE				
25. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 14)				
26. SUB-TOTAL (22 + 23 + 24 + 25)				
27. PROFIT (6% of line 26)				
28. SUB-TOTAL (26 + 27)				
REMARKS				
SUMMARY				
29. PRIME CONTRACTOR'S WORK (from line 13)				
30. SUB-CONTRACTOR'S WORK (from line 28)				
31. PRIME CONTRACTOR'S OVERHEAD ON SUB-CONTRACT WORK (5% of line 30)				
32. SUB-TOTAL (29 + 30 + 31)				
33. PRIME CONTRACTOR'S PROFIT (6% of line 32)				
34. SUB-TOTAL (32 + 33)				
35. PRIME CONTRACT BOND PREMIUM (% of line 34, actual)				
36. TOTAL COST (34 + 35)				
ESTIMATED TIME EXTENSION AND JUSTIFICATION				CALENDAR DAYS
PRIME CONTRACTOR'S NAME		SIGNATURE AND OFFICIAL TITLE		

All Cost Estimates shall be addressed to the Resident Officer in Charge of Construction. Such requests must clearly state the conditions and scope of the change and shall be accompanied by a breakdown of cost as indicated. Lump sum items will not be accepted in either the prime or sub-contractor's breakdown. The total cost for labor, material, and equipment rental for each item shall be transferred to the front of this form. At the contractor's option, the standard overhead rates shown on the front of this form may be used in lieu of detailed itemized estimates of field and home office overhead expenses. Requests for overhead rates in excess of the standard rates must be accompanied by an independently prepared audit report covering at least a current one-year period that substantiates the higher overhead costs claimed. The estimate should also include a request for an extension of time, in calendar days, if any is required in order to complete the work covered by the proposed change. The contractor shall not proceed with any of the work included in the change prior to written approval of the Resident Officer in Charge of Construction.

[illegible]

CONTRACT # CONTRACT TITLE

DATE

N62467-87-C-0000 NAS Anywhere

29 MAR 88

CHANGE DESCRIPTION

Additional framing for kitchen walls. Replace 4 electric power poles

PRIME CONTRACTOR'S WORK

REVISION

1. LABOR	113.20		
2. FRINGE BENEFITS (indicate percent & benefit, eg Health 15%)	16.98		
3. MATERIAL (incl. sales tax)	184.00		
4. RENTAL EQUIPMENT (incl. sales tax)	0		
5. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT	0		
6. SUB-TOTAL (1 + 2 + 3 + 4 + 5)		314.18	
7. FIELD OVERHEAD (10% of line 6)	31.42		
8. LIABILITY & COMPENSATION INS. (% of line 1)	10.19		
9. SUB-TOTAL (6 + 7 + 8)		355.79	
10. HOME OFFICE OVERHEAD (3% of line 9)	10.67		
11. EQUIPMENT OWNERSHIP EXPENSE	0		
12. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 1)	12.45		
13. SUB-TOTAL (9 + 10 + 11 + 12)		378.91	

REMARKS

SUB-CONTRACTOR'S WORK

14. LABOR	216.95		
15. FRINGE BENEFITS (indicate percent & benefit) eg Health 14%	30.37		
16. MATERIAL (incl. sales tax)	467.85		
17. RENTAL EQUIPMENT (incl. sales tax)	30.00		
18. OPERATING & MINOR MAINT. FOR OWNED EQUIPMENT	0		
19. SUB-TOTAL (14 + 15 + 16 + 17 + 18)		715.17	
20. FIELD OVERHEAD (10% of line 19)	71.52		
21. LIABILITY & COMPENSATION INS. (% of line 14)	26.03		
22. SUB-TOTAL (19 + 20 + 21)		812.72	
23. HOME OFFICE OVERHEAD (3% of line 22)	24.38		
24. EQUIPMENT OWNERSHIP EXPENSE	0		
25. SOCIAL SECURITY & UNEMPLOYMENT INS. (% of line 14)	23.86		
26. SUB-TOTAL (22 + 23 + 24 + 25)		860.96	
27. PROFIT (6% of line 26)	51.66		
28. SUB-TOTAL (26 + 27)		912.62	

REMARKS

SUMMARY

29. PRIME CONTRACTOR'S WORK (from line 13)	378.91		
30. SUB-CONTRACTOR'S WORK (from line 28)	912.62		
31. PRIME CONTRACTOR'S OVERHEAD ON SUB-CONTRACT WORK (5% of line 30)	45.63		
32. SUB-TOTAL (29 + 30 + 31)		1337.16	
33. PRIME CONTRACTOR'S PROFIT (6% of line 32) (use weighted guidelines)	80.23		
34. SUB-TOTAL (32 + 33)		1417.39	
35. PRIME CONTRACT BOND PREMIUM (% of line 34, actual)	14.17		
36. TOTAL COST (34 + 35)		1431.56	

ESTIMATED TIME EXTENSION AND JUSTIFICATION

CALENDAR DAYS

Time extension of 6 days recommended as other contract work nearly complete and time needed to order material and schedule work.

PRIME CONTRACTOR'S NAME

SIGNATURE AND OFFICIAL TITLE

INSTRUCTIONS FOR PREPARING CHANGE ORDER PROPOSALS

All change order proposals shall be made in letter form addressed to the Officer in Charge of Construction via the Resident Officer in Charge of Construction at the site. Such requests must clearly state the conditions and scope of the change and shall be accompanied by a breakdown of cost prepared in accordance with the following sample form. The work should first be broken down into applicable items for the various classes of work under each branch of work involved in the change, similarly to below. Lump sum items will not be accepted in either the prime or subcontractor's breakdown. The cost for labor, material, and equipment rental for each item shall be shown as indicated below. The totals should then be transferred to the proper space on the reverse side depending upon whether the prime contractor has the work partially done by subcontractors or whether the prime contractor does the work with his own forces. The letter should also include a request for an extension of time, in calendar days, if any is required, in order to complete the work covered by the proposed change. The contractor shall not proceed with any of the work included in the change prior to receipt of a formal notice to proceed. Any special cost not covered by form should be included in cover letter.

BREAKDOWN ESTIMATE OF DIRECT COSTS

(To be used by Prime Contractors and their Sub-Contractors)

ITEM NO	ITEM OF WORK	NO. OF UNITS	EQUIP. (Include Ownership Exp.)		MATERIAL		LABOR		TOTAL	
			EQUIP. DATA	RATE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1.	PRIME CONTRACTORS WORK									
	Additional cost of wall framing for walls at baths & kitchenette due to inadequate clearance									
	MATERIAL:									
	frame lumber, fire retardant nails	1 MBF 25 lbs				180.00 .16		180.00 4.00		180.00 4.00
	LABOR:									
2.	Carpenter Foreman	4 hrs					4.10	16.40		16.40
	Carpenter	14 hrs					4.40	61.60		61.60
	Laborers	16 hrs					2.20	35.20		35.20
	SUB-TOTAL					184.00		113.20		297.20
	SUBCONTRACTORS WORK									
	MATERIAL & LABOR:									
	Poles, class 4, 45ft	5 ea				54.30	25.00	125.00		396.50
	Crossarms	15 ea				6.00	3.00	45.00		135.00
	Insulators	15 ea				2.09	1.13	16.95		48.30
	Guys	5 ea				15.00	6.00	30.00		105.00
	EQUIPMENT RENTAL:									
	Power shovel	1 ea	2	15.00	30.00					30.00
	SUB-TOTAL				30.00	467.85		216.95		714.80
	TOTAL		22222	22	30.00	651.85	222	330.15		1,012.00

NAVFACENGCOM FORM 38 (Rev. 10/73) (Mod.)

CERTIFICATE OF CURRENT COST OR
PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ are accurate, complete, and current as of _____. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM: _____
NAME: _____
TITLE: _____
DATE OF EXECUTION: _____

SCHEDULE OF PRICES (CONSTRUCTION CONTRACT)
NAVPAC 4330/4 (REV. 10-77)
3/78 0100-1.5-003-3020

PART I (To be completed by contractor)

1. ACTIVITY AND LOCATION

2. TYPE OF CONTRACT AND SITE LOCATION

1 NAME AND ADDRESS OF CONTRACTOR

4. SIGNATURE AND TITLE OF CONTRACTOR'S AGENT

PART II (To be completed by OICC or ROCC):

1. CONTRACT NO.

2. DATE OF CONTRACT

1. CONTRACT PRICE
1000000

4. 2ND LOW BID

5. HIGH BID

S. NO. OF BIDDERS	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

7. ALLOTMENT OR ALLOCATION NO.

[illegible]

2. TIME FOR COMPLETION (Days)

10. REVIEWED & FORWARDED (Date)

11. SIGNATURE OF APPROVING OICC

[illegible]

NAVAL FACILITIES ENGINEERING COMMAND
CONTRACTOR'S INVOICE

1 9 MAR 1984

INVOICE DATE _____

INVOICE NUMBER _____

FROM:

TO: Officer in Charge of Construction

VIA: Resident Officer in Charge of Construction

1. Below is a Statement of Performance under Contract _____ at (Station) _____

The enclosure provides breakdown of this statement of performance.

A. Total value of contract through change	_____	\$ _____
B. Percentage of performance complete	_____	_____ %
C. Value of completed performance	_____	\$ _____
D. Less: Total of prior invoices	_____	\$ _____
E. Amount of this invoice	_____	\$ _____

Signature and Title _____

FIRST ENDORSEMENT

Date _____

FROM: ROICC _____

TO: _____

1. Payment is recommended as follows:

A. Amount of work completed to	_____	\$ _____
B. Less:		
Retention	\$ _____	
Other deductions	\$ _____	\$ _____
C. Sub-total		\$ _____
D. Less previous payments		\$ _____
E. Recommended amount for _____ payment.		\$ _____

2. Elapsed contract time _____ %

3.

Signature and Title _____

¹ ROICC

Pursuant to authority vested in me, I certify that this invoice is correct and proper for payment.

Date _____ Signature and Title _____

¹ Authorized Certifying Officer

ACRN	APPN/SUBHEAD	OC	BCN	SA	AAA	TT	PAA	COST CODE	AMOUNT
------	--------------	----	-----	----	-----	----	-----	-----------	--------

Appendix R 1/1

¹ If the ability to certify and authority to recommend are combined in one person, one signature only is necessary; otherwise the ROICC will sign in the space provided.

1 9 MAR

CONTRACTOR'S RELEASE UNDER CONTRACT _____

KNOW ALL MEN BY THESE PRESENTS: In consideration of the pre-mise and the sum of _____

lawful money of the United States of America (hereinafter called the "Government") _____

of which has already been paid and _____

_____ of which is to be paid
by the Government under the above-mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall,
for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and em-
ployees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of said
contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____ 19 _____

WITNESSES:

(Contractor)

BY: _____

TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____ secretary
of the corporation named as Contractor in the foregoing release; that _____
who signed said release on behalf of the Contractor was then _____ of said corporation;
that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the
scope of its corporate powers.

(Corporate Seal) _____

18 April 1985

VALUE ENGINEERING CHANGE PROPOSAL
(Rev. 3-35)

APPROVED

DISAPPROVED

CONTRACTOR SUMMARY SUBMITTAL

FROM	DATE
TO	V&EP NO.
PROJECT	CONTRACT NUMBER
LOCATION	

SUMMARY OF CHANGE (Description - Compare advantages and disadvantages)

BEFORE (State, when applicable)	AFTER

ESTIMATED COST SUMMARY

Estimate costs per change provisions contained in the General Clauses of the contract. Attach Estimate for Change Order Form NAVFAC 4330/43 (6/82) for detailed estimate of "BEFORE" or "AFTER" condition for the change proposal.

DESCRIPTION	NO. OF UNITS (where applicable)	UNIT COST (where applicable)	TOTAL (summary)
A. Original (estimate of cost "BEFORE" change proposal)			
B. Proposed (estimate of cost "AFTER" change proposal)			
C. Gross Savings (difference between A & B)			
D. Contractor Implementation Cost (if applicable)			
E. Instant Contract Savings (C - D)			
F. Government Implementation Cost (if applicable)			
G. Construction Price Reduction (0.45E) + (C.55F)			
H. Government Savings (G - F)			
I. Items to be computed by Value Engineer			

(OVER)

INFORMATION REQUIRED OF THE CONTRACTOR

If answer to any of the following questions is "YES", explain in remarks below.

1. Does this proposed change affect the time of completion of the contract as stated in the General Clauses?
2. Has the Contractor submitted this proposed change previously to this office or any other Government Agency?
3. Does this change affect other costs to the Government, such as Government-furnished property or costs of contract-related items?
4. Does this proposed change increase the maintenance or operation costs of original or proposed items?
5. Is a subcontractor involved in this proposed change to the original contract?
6. Does the Contractor intend to restrict the Government's right to use any data described in this proposed change?
7. Does this proposed change involve use of proprietary materials?

CHANGES AND/OR REVISIONS TO DRAWINGS AND SPECIFICATIONS

Attach applicable contract drawings and specifications, including Contractor's or shop drawings or literature with all changes marked on the drawings and specifications.

REMARKS

DATE BY WHICH CHANGE ORDER MUST BE ISSUED SO AS TO OBTAIN MAXIMUM COST REDUCTION

DATE REC'D BY GOVERNMENT	GOVERNMENT REPRESENTATIVE	CONTRACTOR'S REPRESENTATIVE	VALUE ENGINEER (CODE 048)
--------------------------	---------------------------	-----------------------------	---------------------------

Title Block Items - Self Explanatory.

Weather/Weather Effects-In addition to indicating weather conditions, ensure that the effects on the work are recorded.

Contractor/Subcontractor Work force - It is recommended that various operations be shown separately and that each grouping be marked to show whether the forces are employed by the prime contractor or a subcontractor.

Location and Description of Work - Enough information should be entered in this column to permit comprehension of what is happening on the job without visiting the site. Refer to specs or drawings, whenever a more precise description of the work is required.

Lost time Accident - Self Explanatory.

Inspections and Testing Performed - As a minimum, the contractor should address inspections such as preparatory, initial, and follow-up phases. Every test required by the specification must be performed and the results noted. When test results cannot be completed by the time the report is submitted, they should be submitted with a subsequent report and cross referenced to the date that tests were made.

Equipment/Material Received - This item refers to equipment and material that will be incorporated into the job. Submittal number of certification, approval date, with appropriate specification paragraph or drawing number, will permit easier quality assurance by the CONREP. The contractor shall address proper storage.

Location and Description of Deficiencies - List deficiencies, description, location and specification paragraph or drawing as reference. Indicate necessary action to be taken for compliance. However, it is not necessary for the CQC REP to document each separate action taken to ensure the quality of the work.

Deficiencies Corrected - List deficiencies corrected with appropriate cross reference to originating CQC report or compliance notice.

Construction and Plant Equipment Left Onsite - Insure that construction equipment left on the job site is listed. Hours idle are to be reported only when they are at the Government's convenience or direction.

Construction Plant Equipment Not Left Onsite - Self-Explanatory

Remarks - Self-Explanatory.

Certification - Must be signed and dated. Do not accept a stamped signature. If subcontractor CQC Reports are used, the CQC REP should date and sign the attachments.

Contractor's Handbook for Construction Contracts
CHESNAVFACENGCOM

Checklist

Before the Work begins:

- ____ Schedule and Attend Pre Construction Conference (p.8)
- ____ Notify ROICC of Intended Start Date (p. 8)
- ____ Notify ROICC of Work to be Completed by Contractor (p. 11)
- ____ Include Required Clauses in All Subcontracts (p. 11)
- ____ Submit Plan for Small Business Subcontracting (p. 12)
- ____ Submit List of Subcontractors (p. 11)
- ____ Designate On Site Representative in Writing (p. 10)
- ____ Submit Performance and Payment Bonds (p. 8)
- ____ Submit Certificate of Mandatory Insurance Coverage (p. 9)
- ____ Submit Safety Plan (p. 9, 21)
- ____ Meet with ROICC to Discuss Safety Plan (p. 9, 21)
- ____ Submit CQC Plan If Applicable (p. 18)
- ____ Meet with ROICC to Discuss CQC Plan (p. 18)
- ____ Meet with ROICC to Discuss Environmental Prot. Plan (p. 9)
- ____ Submit Environmental Protection Plan (p. 9, 24)
- ____ Submit Medical Emergency Information (p. 12)
- ____ Check Drawings for Errors or Omissions (p. 6)
- ____ Obtain Licenses and Permits (p. 10)
- ____ Arrange for Sanitary Facilities (p. 61)

At the Start of Work:

- ____ Post Davis-Bacon Wage Rates and Poster (p. 329)
- ____ Post Equal Employment Opportunity Poster (p. 33)
- ____ Post Medical Emergency Information (p. 20)
- ____ Submit Proposed Work Schedule (p. 20)
- ____ Obtain Additional Work Classifications and Rates (p. 20)
- ____ Obtain Employee Passes (p. 15)
- ____ Verification of US Citizenship When Required (p. 16)
- ____ Obtain Vehicle Passes (p. 16)
- ____ Submit Schedule of Prices (p. 51)
- ____ Make Material Submittals (p. 35)
 - ____ Samples (p. 37)
 - ____ Shop Drawings and Catalog Cuts (p. 38)
 - ____ Manufacturer's Certificates (p. 39)
- ____ Request Factory Inspection and Submit Purchase Orders (p. 39)

- _____ Instruct Suppliers on Proper Delivery Procedures (p. 41)
- _____ Arrange for Receipt of Deliveries (p. 41)
- _____ Arrange Clearance for Floating Equipment (p. 44)
- _____ Prepare Storm Protection Plan (p. 25)

Throughout the Work:

- _____ Properly Address and Identify All Correspondence (p. 5)
- _____ Keep Contract Documents at Job Site (p. 6)
- _____ Resolve Conflicts in Contract Documents (p. 6)
- _____ Update Plans for Record Drawings (p. 58)
- _____ Submit Questions to ROICC ONLY (p. 6)
- _____ Obtain All Changes in Writing (p. 5, 47)
- _____ Request Permission for Work Outside Regular Hours (p. 21)
- _____ Comply With OSHA Regulations (p. 23)
- _____ Maintain Job Site Cleanliness and Safety (p. 23)
- _____ Protect Material and Work in Place and On Site (p. 44)
- _____ Protect Trees and Shrubs (p. 24)
- _____ Obtain Permission to Remove Trees or Use as Anchorage (p. 24)
- _____ Advise Employees of Vehicle Safety Policy (p. 23)
- _____ Request Utilities Outages (p. 60)
- _____ Obtain Property Passes (p. 43)
- _____ Comply With Affirmative Action Clauses (p. 33)
- _____ Pay Employees Weekly (p. 30)
- _____ Pay Davis-Bacon Wage Rates (p. 28)
- _____ Pay Overtime Rates (p. 29)
- _____ Payroll Deductions Comply With Copeland Regulations (p. 29)
- _____ Fringe Benefits Comply With Davis-Bacon (p. 31)
- _____ Arrange to Have ROICC Rep Witness Payday if in Cash (p. 31)
- _____ Submit Copies of Payrolls (p. 26)
- _____ Submit Statement of Compliance (p. 27)
- _____ Provide Proof of Apprentice/Trainee Registration (p. 32)
- _____ Allow Government of Conduct Labor Standard Interviews (p. 32)
- _____ Submit Reports on Equal Employment to DOL (p. 33)
- _____ Notify Government of Labor Disputes and Settlements (p. 34)
- _____ Contact ROICC for Assistance in Expediting Material (p. 40)
- _____ Return Employee Passes (p. 15)
- _____ Submit Daily Reports (p. 18, 19)
- _____ Note Corr. Action on Non Compliance Notice/Ret. to ROICC (p. 63)
- _____ Submit Accident Reports (p. 23)
- _____ Submit Cost/Time Proposals on All Change Orders (p. 45, 46, 50)
- _____ Obtain Bond Extension on Change Orders (p. 50)

- ____Mark Modification Proposals for Privacy of Information (p. 50)
- ____Authorize Change Order Negotiator to Make Final Dec. (p. 46)
- ____Use Government Form for Payment Invoice (p. 54)
- ____Update Work Schedule for Progress Payment (p. 54)

As Necessary:

- ____Implement Heavy Weather Conditions (p. 25)
- ____Submit Value Engineering Change Proposals (p. 62)

At The Completion of the Work:

- ____Arrange for Pre Final and Final Inspections (p. 55, 56)
- ____Deliver Record Drawings to ROICC (p. 58)
- ____Deliver O and M Manuals to ROICC (p. 58)
- ____Maintain Payroll Records for Three Years (p. 28)

CONSTRUCTION CONTRACT NON-COMPLIANCE
NOTICE
NAVFAC 4330/36 (REV. 7-87)

This is prepared on
CARBONLESS paper. Tear
off a complete set
BEFORE filling in.
See additional
instructions on
reverse side.

1. CONTRACTOR/RESPONSIBLE INDIVIDUAL

2. CONTRACT NUMBER PROJECT AND ACTIVITY

5. SPEC PARA AND/OR DRAWING NUMBER

7. DEFICIENCY IN WORKMANSHIP AND
MATERIAL - REPLY DATE

3. NOTICE NUMBER

4. DATE

6. REFERENCE/SHOP
DRAWING CERT.
REPT NO.

8. CORRECTIVE ACTION
ACCOMPLISHED

This notice does NOT authorize
any work not included in the
contract and shall not constitute
a basis for additional
payment or time.

If you are in disagreement with
this Notice, contact the Resident
Officer in Charge of Construction
immediately.

9A. NAVY CONSTRUCTION REP

DATE NOTED SIGNATURE AND TITLE

9B. ROICC/AROICC

DATE ISSUED SIGNATURE AND TITLE

10. CONTRACTOR'S ACKNOWLEDGE-
MENT

DATE RECD SIGNATURE AND TITLE

S/N 0105-LF-003-3182

INSTRUCTIONS

General

This form is applicable to construction contracts accomplished under the cognizance of the Commander, Naval Facilities Engineering Command.

Distribution of completed form

- o Superintendent or CQC Representative (White) (Original and first Copy)
- o Contractor's home office (Pink)
- o ROICC designated representative (Blue)
- o ROICC Office (Yellow)

Item No. 1, Contractor/Responsible Individual

Individual responsible - superintendent, foreman, or subforeman

Item No. 3, Notice Number

Number consecutively for each job with only ONE DEFICIENCY noted.

Item No. 7, Deficiency in workmanship and/or material - reply date

Briefly describe the deficiency and include the date that RETURN of white copy with Item No. 8 completed to the OICC/ROICC is required.

Item No. 10, Contractor's acknowledgement

For Completion by contractor as appropriate. If this is a CQC job, indicate corrective action on daily CQC report and post in the non-compliance check-off list.